

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

WILLIAM McGUIRE

Plaintiff

v.

GEOFFREY CHACKEL,
PERSONAL REPRESENTATIVE OF
THE ESTATE OF
ANTHONY LAUGHLIN, DECEASED

Defendant

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CIVIL ACTION NO.

1:21-CV-210-RP

AFFIDAVIT OF WILLIAM McGUIRE

STATE OF FLORIDA §

COUNTY OF SARASOTA §

BEFORE ME, the undersigned Notary Public in and for the State of Florida, personally appeared William McGuire, known to me to be the person whose name is subscribed hereinbelow, and who, upon being duly sworn, deposed as follows:

1. "My name is William McGuire. I am over 18 years of age, am of sound mind, have never been convicted of a felony or crime involving moral turpitude, and am capable of making this affidavit. The facts stated in this affidavit are within my personal knowledge and are true and correct.
2. I am the plaintiff in the above-captioned lawsuit.
3. Attached hereto are documents which are my personal business records, of which I am custodian. These records are kept by me, in the regular course of my personal business, and it was the regular course of my personal business for me – having knowledge of the acts, events, conditions, and opinions recorded – to make the record or to transmit information thereof to be included in such record, and these records were made at or near the time or reasonably soon thereafter. The records attached hereto are the original or exact duplicates of the original.

4. In January of 2018, I entered a contract with Anthony Laughlin ("Laughlin") by which Laughlin was obligated to pay to me the sum of \$1,420,000.00 for the purchase of my property (including \$1,375,000.00 for the real estate and \$45,000.00 for the personal property). A copy of the contract pertaining to this transaction, including the addendums thereto, is attached hereto as Exhibit "1" (the "Contract").
5. Although the Contract required the parties to close the transaction on February 28, 2018, I learned from the broker handling this transaction on my behalf that Laughlin had communicated an intention to not comply with the contract. (A copy of the email communications I received are attached hereto as Exhibit "2".)
6. Laughlin failed to close the transaction. I received some funds from the earnest monies paid by Laughlin, including \$25,000.00 on February 28, 2018, and \$7,500.00 on March 20, 2018.
7. After Laughlin's failure to comply with the Contract, I authorized re-listing of my property for sale, and eventually entered contract with another buyer to sell it (with furnishings) for the lower sales price of \$1,160,000.00. A copy of the contract pertaining to that subsequent sale transaction is attached hereto as Exhibit "3". After inspection of the property prior to that contractual closing, the parties agreed to reduce the sales price by \$2,500.00, to \$1,157,500.00. Therefore, I incurred a loss of \$262,500.00 in the sale/purchase price, as well as \$287.00 in additional title fees. Offsetting this loss with the monies I received from Laughlin as described hereinabove (i.e., the \$25,000.00 and \$7,500.00 payments), I sustained damages in at least the amount of \$230,287.00 with regard to the sale price of the property.
8. Additionally, I incurred expenses pertaining to the property after the time of the scheduled sale to Laughlin and until the time of sale to another purchaser, including, but not limited to the following:

Preparations for re-listing (costs for staging, cleanup, and repair)	\$19,494.05
Mortgage	\$59,298.18
Real estate taxes	\$44,187.70
Insurance	\$5,982.69
Homeowners' Association fees	\$31,909.97
<u>Utilities</u>	<u>\$5,756.76</u>
Subtotal of carrying costs	\$166,629.36

Documentation of these expenses are attached hereto as Exhibit "4".

9. Because of Laughlin's breach, I retained the services of legal counsel and incurred attorneys' fees for the prosecution of my claims against Anthony Laughlin (and his estate). I retained Richard Hoffman and J. Lynn Watson as my legal representatives.

10. Further, affiant sayeth not.


William McGuire

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, and given under my hand and seal of office this 12th day of October, 2021.





NOTARY PUBLIC IN AND FOR THE
STATE OF FLORIDA
My Commission Expires: 5/16/2022

Exhibit 1



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

NOTICE: Not For Use Where Seller Owns Fee Simple Title To Land Beneath Unit

RESIDENTIAL CONDOMINIUM CONTRACT (RESALE)

1. PARTIES: The parties to this contract are William D McGuire (Seller) and Anthony Laughlin (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY AND CONDOMINIUM DOCUMENTS:

A. The Condominium Unit, improvements and accessories described below are collectively referred to as the "Property".

(1) CONDOMINIUM UNIT: Unit 3001, in Building Five Fifty 05 Condo Amd, a condominium project, located at 555 5th Unit 3001, 78701
 Unt 3001 Five Fifty Five Condominiums Amended Plus .3424 % Int In Com Area
 (address/zip code), City of Austin, County of Travis

Texas, described in the Condominium Declaration and Plat and any amendments thereto of record in said County; together with such Unit's undivided interest in the Common Elements designated by the Declaration, including those areas reserved as Limited Common Elements appurtenant to the Unit and such other rights to use the Common Elements which have been specifically assigned to the Unit in any other manner. Parking areas assigned to the Unit are: 2 reserved spaces, B48 and B49

(2) IMPROVEMENTS: All fixtures and improvements attached to the above described real property including without limitation, the following **permanently installed and built-in items**, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described Condominium Unit.

(3) ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.

(4) EXCLUSIONS: The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: n/a

B. The Declaration, Bylaws and any Rules of the Association are called "Documents". (Check one box only):

☐ (1) Buyer has received a copy of the Documents. Buyer is advised to read the Documents before signing the contract.

☒ (2) Buyer has not received a copy of the Documents. Seller shall deliver the Documents to Buyer within 10 days after the effective date of the contract. Buyer may cancel the contract before the sixth day after Buyer receives the Documents by hand-delivering or mailing written notice of cancellation to Seller by certified United States mail, return receipt requested. If Buyer cancels the contract pursuant to this paragraph, the contract will terminate and the earnest money will be refunded to Buyer.

C. The Resale Certificate from the condominium owners association (the Association) is called the "Certificate". The Certificate must be in a form promulgated by TREC or required by the parties. The Certificate must have been prepared no more than 3 months before the date it is delivered to Buyer and must contain at a minimum the information required by Section 82.157, Texas Property Code.

(Check one box only):

☐ (1) Buyer has received the Certificate.

☒ (2) Buyer has not received the Certificate. Seller shall deliver the Certificate to Buyer within 14 days after the effective date of the contract. Buyer may cancel the contract before the sixth day after the date Buyer receives the Certificate by hand-delivering or mailing written notice of cancellation to Seller by certified United States mail, return receipt requested. If Buyer cancels the contract pursuant to this paragraph, the contract will terminate and the earnest money will be refunded to Buyer.

☐ (3) Buyer has received Seller's affidavit that Seller requested information from the Association concerning its financial condition as required by the Texas Property Code, and that the Association did not provide a Certificate or information required in the Certificate. Buyer and Seller agree to waive the requirement to furnish the Certificate.

D. If the Documents reveal that the Property is subject to a right of refusal under which the Association or a member of the Association may purchase the Property, the effective date shall be amended to the date that Buyer receives a copy of the Association's certification that: (i) Seller has complied with the requirements under the right of refusal; and (ii) all persons who may exercise the right of refusal have not exercised or have waived the right to buy the Property. If Buyer does not receive the Association's certification within 14 days after the effective date or if the right of refusal is exercised, this contract shall terminate and the earnest money shall be refunded to Buyer.

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3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing..... \$ 1,375,000.00
 B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ... \$ _____
 C. Sales Price (Sum of A and B)..... \$ 1,375,000.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: n/a**5. EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit \$ 25,000.00 as earnest money with HERITAGE TITLE - MARY METZ, as escrow agent, at 2500 BEE CAVE ROLLINGWOOD TX 78746 (address). Buyer shall deposit additional earnest money of \$ _____ with escrow agent within N/A days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.**6. TITLE POLICY:**

- A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by HERITAGE TITLE (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 (2) The standard printed exception for standby fees, taxes and assessments.
 (3) Liens created as part of the financing described in Paragraph 3.
 (4) Terms and provisions of the Documents including the assessments and platted easements.
 (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 (6) The standard printed exception as to marital rights.
 (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.
 B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
 C. OBJECTIONS: Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed in the Commitment other than items 6A(1) through (8) above; or which prohibit the following use or activity: _____

Buyer must object the earlier of (I) the Closing Date or (II) 10 days after Buyer receives the Commitment and Exception Documents. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

D. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
 (2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

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- (3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (7) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (8) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):

(Check one box only)

- ☒ (1) Buyer has received the Notice.
- ☐ (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
- ☐ (3) The Texas Property Code does not require this Seller to furnish the Notice.

C. SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS is required by Federal law for a residential dwelling constructed prior to 1978.

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: N/A

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

E. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood

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destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- F. **COMPLETION OF REPAIRS AND TREATMENTS:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs and treatments.
- G. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- H. **RESIDENTIAL SERVICE CONTRACTS:** Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ 0.00. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before Feb 16, 2018, or within 7 days after objections to matters disclosed in the Commitment have been cured, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION:

- A. **Buyers Possession:** Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☐ upon closing and funding ☒ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**

B. **Leases:**

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.)

Seller to provide letter from building authority detailing that provision exists for reimbursement to the buyer for flooring replacement due to damaged wood floors that will be replaced after closing.

Realtor commissions to be based on sale price only.

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12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; lender, FHA, or VA completion requirements; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ 0.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

(3) Except as provided by 12(A)(4) below, Buyer shall pay any and all Association fees or other charges resulting from the transfer of the Property not to exceed \$ 250.00 and Seller shall pay any excess.

(4) Buyer shall pay any deposits for reserves required at closing by the Association.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS: Taxes for the current year, interest, maintenance fees, regular condominium assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Cash reserves from regular condominium assessments for deferred maintenance or capital improvements established by the Association will not be credited to Seller. Any special condominium assessment due and unpaid at closing will be the obligation of Seller.

14. CASUALTY LOSS: If any part of the Unit which Seller is solely obligated to maintain and repair under the terms of the Declaration is damaged or destroyed by fire or other casualty, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. If any part of the Common Elements or Limited Common Elements appurtenant to the Unit is damaged or destroyed by fire or other casualty loss, Buyer will have 7 days from receipt of notice of such casualty loss within which to notify Seller in writing that the contract will be terminated unless Buyer receives written confirmation from the Association that the damaged condition will be restored to its previous condition within a reasonable time at no cost to Buyer. Unless Buyer gives such notice within such time, Buyer will be deemed to have accepted the Property without confirmation of such restoration. Seller will have 7 days from the date of receipt of Buyer's notice within which to cause to be delivered to Buyer such confirmation. If written confirmation is not delivered to Buyer as required above, Buyer may terminate this contract and the earnest money will be refunded to Buyer. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

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18. ESCROW:

- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

- 20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyerat: 13420 GALLERIA CIRCLE, A 105AUSTIN TX 78738Phone: 512-633-0255

Fax: _____

E-mail: WARREN.KULL@SOTHEBYSREALTY.COM**To Seller**

at: _____

Phone: _____

Fax: _____

E-mail: BYLLMCG@TOGETHER.NET

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Release of Liability on Assumption of FHA, VA, or Conventional Loan Restoration of Seller's Entitlement for VA Guaranteed Loan |
| <input checked="" type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input checked="" type="checkbox"/> Other (list): <u>NON REALTY ITEM ADDENDUM</u> |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |
| <input type="checkbox"/> Seller Financing Addendum | |
| <input type="checkbox"/> Addendum for Coastal Area Property | |
| <input type="checkbox"/> Short Sale Addendum | |
| <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law | |

Initialed for Identification by Buyer AK and Seller WDM

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TREC NO. 30-12

TAR 1605 InstantEForms

DocuSign Envelope ID: 711A60E8-DDC8-4ABB-9BA3-40218469FD4A

Contract Concerning 555 5th Unit 3001 Austin TX 78701 Page 7 of 8 11-2-2015
(Address of Property)

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 400.00 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 5 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's
Attorney is: none selected

Seller's
Attorney is: none selected

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of 1/31/2018, 20____ (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DocuSigned by:
Anthony Laughlin
Buyer Anthony Laughlin

DocuSigned by:
William D. McGuire
Seller William D McGuire

Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 30-12. This form replaces TREC NO. 30-11.

DocuSign Envelope ID: 711A60E8-DDC8-4ABB-9BA3-40218469FD4A

Contract Concerning 555 5th Unit 3001 Austin TX 78701 Page 8 of 8 11-2-2015
(Address of Property)

BROKER INFORMATION
(Print name(s) only. Do not sign)

KUPER SOTHEBY'S INTERNATIONAL 579589 MORELAND PROPERTIES 365025
Other Broker Firm License No. Listing Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

represents ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

WARREN KULL 533468
Associate's Name License No.

ELSA D DECKER 0454766
Listing Associate's Name License No.

BRIDGET WILLIE 408704
Licensed Supervisor of Associate License No.

EMILY MORELAND 246613
Licensed Supervisor of Listing Associate License No.

13420 GALLERIA CIR #A 105 512261-0009
Other Broker's Address Fax

3625 LAKE AUSTIN BLVD #501
Listing Broker's Office Address Fax

Austin TX 78738
City State Zip

AUSTIN TX 78703
City State Zip

WARRENKULL@SOTHEBYSREALTY.COM 5126330255
Associate's Email Address Phone

ELSADECKER@MORELAND.COM 512-771-6831
Listing Associate's Email Address Phone

Selling Associate's Name License No.

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address Fax

City State Zip

Selling Associate's Email Address Phone

Listing Broker has agreed to pay Other Broker 3% of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT

Receipt of \$ \$400.00 (Option Fee) in the form of cashiers check is acknowledged.

DocuSigned by:

Elsa Decker

2/2/2018

Seller or Listing Broker

Date

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☒ Contract and ☒ \$ 25,000 Earnest Money in the form of Wire
Is acknowledged.

Escrow Agent: HERITAGE TITLE - MARY METZ

Date: 2-2-2018

By: Mary Metz

Email Address: m.metz@heritage-title.com

2500 BEE CAVE
Address

Phone: "SUBJECT TO THE TERMS
AND CONDITIONS CONTAINED
IN THE ATTACHED EARNEST
MONEY RECEIPT"

ROLLINGWOOD TX 78746
City State Zip



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
FOR VOLUNTARY USE

10-10-11

NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

555 E 5th St # 3001, Austin, TX 78701-4157

(Address of Property)

A. For an additional sum of \$ zero and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

1.) White 2 shelf end table currently located in the living room.

2.) Carpet runner currently located in the hallway of the unit.

B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.

C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

DocuSigned by:

Anthony Laughlin

Buyer

Anthony Laughlin

Seller

William D McGuire

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TAR-1924) 10-10-11

TREC NO. OP-M



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-2-2015

AMENDMENT

TO CONTRACT CONCERNING THE PROPERTY AT

555 E 5th St # 3001

Austin

(Street Address and City)

Seller and Buyer amend the contract as follows: (check each applicable box)

- ☐ (1) The Sales Price in Paragraph 3 of the contract is:
- A. Cash portion of Sales Price payable by Buyer at closing \$ _____
- B. Sum of financing described in the contract..... \$ _____
- C. Sales Price (Sum of A and B)..... \$ _____
- ☐ (2) In addition to any repairs and treatments otherwise required by the contract, Seller, at Seller's expense, shall complete the following repairs and treatments:
- ☒ (3) The date in Paragraph 9 of the contract is changed to February 28, 2018.
- ☐ (4) The amount in Paragraph 12A(1)(b) of the contract is changed to \$ _____.
- ☐ (5) The cost of lender required repairs and treatment, as itemized on the attached list, will be paid as follows: \$ _____ by Seller; \$ _____ by Buyer.
- ☐ (6) Buyer has paid Seller an additional Option Fee of \$ _____ for an extension of the unrestricted right to terminate the contract on or before 5:00 p.m. on _____, _____. This additional Option Fee ☐ will ☐ will not be credited to the Sales Price.
- ☒ (7) Buyer waives the unrestricted right to terminate the contract for which the Option Fee was paid.
- ☐ (8) The date for Buyer to give written notice to Seller that Buyer cannot obtain Buyer Approval as set forth in the Third Party Financing Addendum is changed to _____, _____.
- ☐ (9) **Other Modifications:** (Insert only factual statements and business details applicable to this sale.)

EXECUTED the _____ day of _____, _____. (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DocuSigned by

Anthony Laughlin
Buyer Anthony Laughlin

Seller William D McGuire

Buyer

Seller

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(TAR-1903)

TREC NO. 39-8

Kuper Sothebys Intl Realty - Galleria, 13420 Galleria Circle, Suite A-105 Austin TX 78738
Warren Kull

Phone: 512-261-0008
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

Fax: 512-261-0009

555 E 5th unit 3001

P-000010

This document is now complete.

CLOSE

**NON-REALTY ITEMS ADDENDUM**

TO CONTRACT CONCERNING THE PROPERTY AT

555 5th Unit 3001

Austin

TX 7

(Address of Property)

- A. For an additional sum of \$ 45,000.00 and other and good valuable consideration, Seller convey to Buyer at closing the following personal property (specify each item carefully, in description, model numbers, serial numbers, location, and other information):

Living room: 1) Black Leather Sectional Sofa and Ottoman 2) Two white leather lounge chairs Glass top and Chrome Base Table 4) Grey Frieze Rug 5) Flat Screen TV currently mounted in living room 6) Cubed Speaker Stand (currently in unit)

Kitchen: 1) Five Black Leather and Chrome Bar Stools (currently in kitchen)

Master Bedroom: 1) Black Leather King Size Bed and Mattress. 2) Flat Screen TV currently mounted in master bedroom.

Guest Bedroom: 1) Guest bedroom Queen Size White Leather Bed and Mattress. 2) Flat Screen currently mounted in guest bedroom

ALL AV COMPONENTS currently in the unit 3001 that operate the TV's and speakers throughout unit.

All described items to convey are currently in the unit.

- B. Seller represents and warrants that Seller owns the personal property described in Paragraph A and clear of all encumbrances.
- C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

DocuSigned by:

Anthony Laughlin

Buyer Anthony Laughlin

DocuSigned by:

William D. McGuire

SEFT00279175416

Seller William D McGuire

Buyer

Seller

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TREC NO

Exhibit 2



From: Elsa Decker <elsadecker@moreland.com>
Date: February 23, 2018 at 11:15:28 PM EST
To: "billmcg@together.net" <billmcg@together.net>
Cc: Megan Thompson <meganthompson@moreland.com>
Subject: WE HAVE A PROBLEM ON CLOSING

BILL,

My apologies for sending this information to you via email. However I wanted to get you informed as quickly as possible, and am unsure of how or when you might get back into an area where you can receive transmission. I am leaving Carolyn off this email as I know she will be recovering from surgery and I do not want to stress her.

As it was explained to me earlier today, the buyer returned from business travel this week to find he was locked out of his home and served with divorce papers. While I was told that the soon to be ex-wife was in favor of his purchase, and he says he intends to close as he now needs a home to live in, I was also informed that his funds have been locked by the wife's attorney. I was then told that they believe they have to have some sort of asset accounting done before they can release assets to allow the purchase and that this will add days to the closing.... They really didn't sound like they were sure of anything. Buyers agent and buyer seem to still be in shock to be honest.

Though I have my doubts as to this being a complete surprise to the buyer. I have asked to have the attorney identified so that I may talk with them directly. However that has not occurred.

I explained that while I could not speak for you as you were out of reach, however I could anticipate that you might say that while you sympathized with the terrible position the buyer was in, that a failure to close on the buyers part would result in the seller being in a terrible and potentially costly situation not of his own making. I reminded them that you have already performed. You have signed and have packers packing you up as we spoke. You had your own closing in Florida waiting for this closing to occur, it would be a financial blow you would not expect to suffer on your own. The buyer's agent acknowledged that he told the buyer earnest money was at stake at this point. I reminded him that should the seller sue for damages that potentially much more could

also be on the line as well. It was agreed that the absolute best course for all was to have the buyer close as expected. Buyer's agent said again that it was their hope that they could find a way to close, but they weren't sure how or when they might know their possibility of success.

I posed what little I knew to our attorney Mitchell Savrik. See my email to him and his response below regarding they could likely close if the wife and husband came to an agreement to allow the closing and that it potentially would not require anything to be filed. I then called Buyer's agent and we discussed this possibility and his trying to get them to agree to let closing continue. He said that he hoped that would work out.

Later this evening I got notified from Mary Metz that she had been told by the buyer's agent that closing was not going to happen Monday but that buyer was still hoping to close. That is unfortunately all I know at this point. I plan to still go to Heritage on Monday with keys in hand so that full performance on your part will have occurred and be witnessed.

I am so terribly sorry to be delivering this news. My hope is that this clears up Monday, but I fear that is not the case. I will try to contact the buyer's agent tomorrow and see where things ended up.

More to come.

Texas Law requires all Real Estate Agents to provide you this disclosure regarding brokerage services upon first contact.

Elsa Decker
REALTOR®

mobile 512.771.6831
office 512.480.0848 x187
fax 512.480.9761
email elsadecker@moreland.com

From: Mitchell Savrick [<mailto:Mitchell@ssjmlaw.com>]

Sent: Friday, February 23, 2018 2:45 PM

To: Elsa Decker

Subject: RE: I have a question

Do you have any idea of what might be able to be filed to allow husband to purchase in this situation, and how long would something like that take?

No. do not know enough facts. But don't think they need and order, they can probably do it by agreement.

What might we do in order to protect seller... advise him to continue to perform on his end????

Yes, buyer does not perform, buyer is in default and seller can exercise remedies. The divorce is not a buyer excuse for default.

Mitchell D. Savrick
Savrick, Schumann, Johnson, McGarr,
Kaminski & Shirley, L.L.P.
The Overlook at Gaines Ranch
4330 Gaines Ranch Loop, Suite 150
Austin, Texas 78735
Tel: 512.347.1604
Fax: 512.347.1676
mitchell@ssjmlaw.com

This e-mail and any files transmitted with it are confidential and are intended solely for the use of the individual or entity to which they are addressed. This communication may contain material protected by the attorney-client privilege. If you are not the intended recipient or the person responsible for delivering the e-mail to the intended recipient, be advised that you have received this e-mail in error and that any use, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. If you have received this e-mail in error, please immediately notify me.

IRS CIRCULAR 230 Disclosure: Under U.S. Treasury regulations, we are required to inform you that any tax advice contained in this e-mail or any attachment hereto is not intended to be used, and cannot be used, to avoid penalties imposed under the Internal Revenue Code.

From: Elsa Decker [<mailto:elsadecker@moreland.com>]
Sent: Friday, February 23, 2018 2:30 PM
To: Mitchell Savrick <Mitchell@ssjmlaw.com>
Subject: I have a question

Hi Mitchell –

We represent seller. Seller has signed and left the country. Buyer is set to sign on Monday on purchase in his name only. Just received call that Buyer has been served with divorce papers and attorney has assets locked. But they also said that soon to be ex-wife agrees he will need place to live and is in favor of his purchase. However atty says something needs to be filed in order to allow husband to continue with purchase. My seller is hunting wolves in the wilds of British Colombia and unreachable. He has potential for significant losses as he has his own purchase in Florida waiting for end of next week.

My questions are thusly:

Do you have any idea of what might be able to be filed to allow husband to purchase in this situation, and how long would something like that take?

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Begin forwarded message:

From: Bill McGuire <billmcg@together.net>
Date: August 26, 2019 at 8:00:01 AM CDT
To: Rick Hoffman <Rhoff88302@aol.com>
Subject: Fwd: WE HAVE A PROBLEM ON CLOSING

Sent from my iPhone

Begin forwarded message:

From: Elsa Decker <elsadecker@moreland.com>
Date: February 23, 2018 at 11:15:28 PM EST
To: "billmcg@together.net" <billmcg@together.net>
Cc: Megan Thompson <meganthompson@moreland.com>
Subject: WE HAVE A PROBLEM ON CLOSING

BILL,

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Yes, buyer does not perform, buyer is in default and seller can exercise remedies. The divorce is not a buyer excuse for default.

Mitchell D. Savrick
Savrick, Schumann, Johnson, McGarr,
Kaminski & Shirley, L.L.P.
The Overlook at Gaines Ranch
4330 Gaines Ranch Loop, Suite 150
Austin, Texas 78735
Tel: 512.347.1604
Fax: 512.347.1676
mitchell@ssimlaw.com

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IRS CIRCULAR 230 Disclosure: Under U.S. Treasury regulations, we are required to inform you that any tax advice contained in this e-mail or any attachment hereto is not intended to be used, and cannot be used, to avoid penalties imposed under the Internal Revenue Code.

From: Elsa Decker [<mailto:elsadecker@moreland.com>]
Sent: Friday, February 23, 2018 2:30 PM
To: Mitchell Savrick <Mitchell@ssimlaw.com>
Subject: I have a question

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What might we do in order to protect seller... advise him to continue to perform on his end????



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
NOTICE: Not For Use Where Seller Owns Fee Simple Title To Land Beneath Unit
RESIDENTIAL CONDOMINIUM CONTRACT (RESALE)

2-12-18



1. **PARTIES:** The parties to this contract are William D McGuire (Seller) and Edward Burger (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. **PROPERTY AND CONDOMINIUM DOCUMENTS:**

A. The Condominium Unit, improvements and accessories described below are collectively referred to as the "Property".

(1) **CONDOMINIUM UNIT:** Unit 3001, in Building _____, of Five Fifty Five Condominiums Amended Plus .3424% in Com Area, a condominium project, located at 555 E 5th St
78701-4152
(address/zip code), City of Austin, County of Travis

Texas, described in the Condominium Declaration and Plat and any amendments thereto of record in said County; together with such Unit's undivided interest in the Common Elements designated by the Declaration, including those areas reserved as Limited Common Elements appurtenant to the Unit and such other rights to use the Common Elements which have been specifically assigned to the Unit in any other manner. Parking areas assigned to the Unit are: Parking spaces are B48 and B49. Storage units are #34.

(2) **IMPROVEMENTS:** All fixtures and improvements attached to the above described real property including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described Condominium Unit.

(3) **ACCESSORIES:** The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garage doors, (ii) entry gates, and (iii) other improvements and accessories.

(4) **EXCLUSIONS:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: _____

B. The Declaration, Bylaws and any Rules of the Association are called "Documents". (Check one box only):

☐ (1) Buyer has received a copy of the Documents. Buyer is advised to read the Documents before signing the contract.

☒ (2) Buyer has not received a copy of the Documents. Seller, at Seller's expense shall deliver the Documents to Buyer within 12 days after the Effective Date of the contract. Buyer may cancel the contract before the sixth day after Buyer receives the Documents by hand-delivering or mailing written notice of cancellation to Seller by certified United States mail, return receipt requested. If Buyer cancels the contract pursuant to this paragraph, the contract will terminate and the earnest money will be refunded to Buyer.

C. The Resale Certificate from the condominium owners association (the Association) is called the "Certificate". The Certificate must be in a form promulgated by TREC or required by the parties. The Certificate must have been prepared, at Seller's expense, no more than 3 months before the date it is delivered to Buyer and must contain at a minimum the information required by Section 82.157, Texas Property Code.

(Check one box only):

☐ (1) Buyer has received the Certificate.

☒ (2) Buyer has not received the Certificate. Seller shall deliver the Certificate to Buyer within 12 days after the Effective Date of the contract. Buyer may cancel the contract before the sixth day after the date Buyer receives the Certificate by hand-delivering or mailing written notice of cancellation to Seller by certified United States mail, return receipt requested. If Buyer cancels the contract pursuant to this paragraph, the contract will terminate and the earnest money will be refunded to Buyer.

☐ (3) Buyer has received Seller's affidavit that Seller requested information from the Association concerning its financial condition as required by the Texas Property Code, and that the Association did not provide a Certificate or information required in the Certificate. Buyer and Seller agree to waive the requirement to furnish the Certificate.

D. If the Documents reveal that the Property is subject to a right of refusal under which the Association or a member of the Association may purchase the Property, the Effective Date shall be amended to the date that Buyer receives a copy of the Association's certification that: (i) Seller has complied with the requirements under the right of refusal; and (ii) all persons who may exercise the right of refusal have not exercised or have waived the right to buy the Property. If Buyer does not receive the Association's certification within 5 days after the Effective Date or if the right of refusal is exercised, this contract shall terminate and the earnest money shall be refunded to Buyer.

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Contract Concerning 555 E 5th St Austin, 78701-4152 Page 2 of 9 2-12-18
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3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 1,160,000 ~~1,075,000.00x~~
B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum,
☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$
C. Sales Price (Sum of A and B) \$ 1,160,000 ~~1,075,000.00x~~

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ ~~10,750.00x~~ \$ **11,600** as earnest money to Balerie Ramirez, as escrow agent, at Preserve Title, 11911 Burnet Rd, Austin, TX 78758 (address). Buyer shall deposit additional earnest money of \$ _____ to escrow agent within _____ days after the effective date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. **Time is of the essence for this paragraph.**

6. TITLE POLICY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by Preserve Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 3.
(4) Terms and provisions of the Documents including the assessments and platted easements.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.
(9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.

COMMITMENT: Within 7 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

- C. **OBJECTIONS:** Buyer may object in writing to defects, exceptions, or encumbrances to title: disclosed in the Commitment other than items 6A(1) through (9) above; or which prohibit the following use or activity: Residential Use

Buyer must object the earlier of (i) the Closing Date or (ii) 3 days after Buyer receives the Commitment and Exception Documents. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, ~~Survey~~, or Exception Document(s) is delivered to Buyer.

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D. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (3) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (4) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (5) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (6) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (7) **PROPANE GAS SYSTEM SERVICE AREA:** If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (8) **NOTICE OF WATER LEVEL FLUCTUATIONS:** If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Any hydrostatic testing must be separately authorized by Seller in writing. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
- B. **SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):**
(Check one box only)
 - ☒ (1) Buyer has received the Notice.
 - ☐ (2) Buyer has not received the Notice. Within _____ days after the Effective Date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
 - ☐ (3) The Texas Property Code does not require this Seller to furnish the Notice.
- C. **SELLER'S DISCLOSURE OF LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS** is required by Federal law for a residential dwelling constructed prior to 1978.
- D. **ACCEPTANCE OF PROPERTY CONDITION:** "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D(1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from

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negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
- ☒ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: ~~Televisions to be removed, then all holes must be patched & any wall/wood damage caused by holes or brackets must be satisfactory repaired.~~
(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

F. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs and treatments.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding \$ ~~725.00~~ 500. Buyer should review any residential service contract for the scope of coverage, exclusions and limitations. The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.

8. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before September 19^{xx} 16, 2019, or within 7 days after objections to matters disclosed in the Commitment have been cured, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. POSSESSION:

A. Buyers Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

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1. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum, lease or other form has been promulgated by TREC for mandatory use.) ~~Any damage caused by the removal of current furniture will be satisfactory repaired~~ xxx

Within 6 months from the date that the ACCA completes the window sealing, buyer may choose to replace the hardwood flooring in unit 3001 with the selection of Buyers choice and submit the paid invoice to the ACCA for a reimbursement up to \$31,900 from the HOA which is the allocated amount for this unit. Any overage will not be reimbursed. If Buyer chooses not to replace the flooring, there is no credit from the ACCA.

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12. **SETTLEMENT AND OTHER EXPENSES:**

- A. The following expenses must be paid at or prior to closing:

- (1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; lender, FHA, or VA completion requirements; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

- (b) Seller shall also pay an amount not to exceed \$ 0.00 to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

- (3) Except as provided by 12(A)(4) below, Buyer shall pay any and all Association fees or other charges resulting from the transfer of the Property not to exceed \$ 100.00 250 and Seller shall pay any excess.

- (4) Buyer shall pay any deposits for reserves required at closing by the Association.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, regular condominium assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year. Cash reserves from regular condominium assessments for deferred maintenance or capital improvements established by the Association will not be credited to Seller. Any special condominium assessment due and unpaid at closing will be the obligation of Seller.

14. **CASUALTY LOSS:** If any part of the Unit which Seller is solely obligated to maintain and repair under the terms of the Declaration is damaged or destroyed by fire or other casualty, Seller shall restore the same to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer, (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. If any part of the Common Elements or Limited Common Elements appurtenant to the Unit is damaged or destroyed by fire or other casualty loss, Buyer will have 7 days from receipt of notice of such casualty loss within which to notify Seller in writing that the contract will be terminated unless Buyer receives written confirmation from the Association that the damaged condition will be restored to its previous condition within a reasonable time at no cost to Buyer. Unless Buyer gives such notice within such time, Buyer will be deemed to have accepted the Property without confirmation of such restoration. Seller will have 7 days from the date of receipt of Buyer's notice within which to cause to be delivered to Buyer such confirmation. If written confirmation is not delivered to Buyer as required above, Buyer may terminate this contract and the earnest money will be refunded to Buyer. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

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(Address of Property)

15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer

at: 1 Taylor Road

Georgetown, TX 78626

Phone: (512)863-1454

Fax: _____

E-mail: burger@southwestern.edu

To Seller

at: _____

Phone: 512.423.5035

Fax: _____

E-mail: kumarawilcoxon@gmail.com

Contract Concerning 555 E 5th St Austin, 78701-4152 Page 7 of 9 2-12-18

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22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Loan Assumption Addendum | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Release of Liability on Assumption of FHA, VA, or Conventional Loan Restoration of Seller's Entitlement for VA Guaranteed Loan |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Sale of Other Property by Buyer | <input checked="" type="checkbox"/> Other (list): <u>Non-Realty Addendum</u> |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |
| <input type="checkbox"/> Seller Financing Addendum | |
| <input type="checkbox"/> Addendum for Coastal Area Property | |
| <input type="checkbox"/> Short Sale Addendum | |
| <input type="checkbox"/> Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead-based Paint Hazards as Required by Federal Law | |
| <input type="checkbox"/> Addendum for Authorizing Hydrostatic Testing | |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | |

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10/10/21 Verified
WDM

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 500.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 7 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

EXECUTED the 3 day of September, 2019 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Edward Burger

dotloop verified
08/28/19 7:13 PM CDT
OC6A-NSKQ-Q6GT-QUCL

Buyer **Edward Burger**

DocuSigned by:

WILLIAM D MCGUIRE

Seller **William D McGuire**

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 30-13. This form replaces TREC NO. 30-12.

Contract Concerning 555 E 5th St Austin, 78701-4152 Page 8 of 9 2-12-18
(Address of Property)

BROKER INFORMATION

(Print name(s) only. Do not sign)

Berkshire Hathaway TX Richard Jenkins **523750**
Other Broker Firm License No.

represents ☒ Buyer only as Buyer's agent
☐ Seller as Listing Broker's subagent

Alvin Bolf **216007**
Associate's Name License No.

alvinbolf@gmail.com **(512)293-2455**
Associate's Email Address Phone

Richard Jenkins **523750**
Licensed Supervisor of Associate License No.
3303 Northland Dr, Ste. 100

Other Broker's Address Phone

Austin **TX** **78731**
City State Zip

Kuper Sotheby's Int'l Rlty **603189**
Listing Broker Firm License No.

represents ☐ Seller and Buyer as an intermediary
☒ Seller only as Seller's agent

Kumara Wilcoxon **499671**
Listing Associate's Name License No.

kumarawilcoxon@gmail.com **(512)423-5035**
Listing Associate's Email Address Phone

J Kuper **603189**
Licensed Supervisor of Listing Associate License No.

524 N. Lamar #204 **(512)831-6577**
Listing Broker's Office Address Phone

Austin **TX** **78703**
City State Zip

Selling Associate's Name License No.

Selling Associate's Email Address Phone

Licensed Supervisor of Selling Associate License No.

Selling Associate's Office Address

City State Zip

Listing Broker has agreed to pay Other Broker 3.00% of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

Contract Concerning 555 E 5th St Austin, 78701-4152 Page 9 of 9 2-12-18
(Address of Property)

OPTION FEE RECEIPT

Receipt of \$ 500.00 (Option Fee) in the form of CR #1551
is acknowledged.

Seller or Listing Broker _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ 11600.00 Earnest Money in the form of CR #1550
is acknowledged. Balene Ramirez 9.5.19
Preservetitleco.kv for Ramirez 9.5.19
Escrow Agent Received by Email Address Date/Time

704 Creekside Crossing 710.945.3370
Address Phone
New Braunfels TX 78130 830.625.2116
City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged. Balene
Preservetitleco.kv for Ramirez 9.5.19
Escrow Agent Received by Email Address Date

704 Creekside Crossing 710.945.3370
Address Phone
New Braunfels TX 78130 830.625.2116
City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

53-7294-2118 1550

9/5 2019

EDWARD B. BURGER

Pay To The Order Of Preserve Title Company \$ 11,600.00

Eleven thousand six hundred dollars ^{no}/₁₀₀ Dollars

WILLIAMSTOWN SAVINGS BANK
WILLIAMSTOWN, MASSACHUSETTS 01267

For 555 #3001

MP

0:2118729461: 88 02158431 1550

53-7294-2118 1551

9/5 2019

EDWARD B. BURGER

Pay To The Order Of Mr. William D. McGuire \$ 500.00

Five hundred dollars ^{no}/₁₀₀ Dollars

WILLIAMSTOWN SAVINGS BANK
WILLIAMSTOWN, MASSACHUSETTS 01267

For OPTION MONEY SIT #3001

MP

0:2118729461: 88 02158431 1551



APPROVED BY THE TEXAS REAL ESTATE COMMISSION (TREC)
FOR VOLUNTARY USE

10-10-11

NON-REALTY ITEMS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

555 E 5th St Apt 3001, Austin, TX 78701-4152

(Address of Property)

- A. For an additional sum of \$ -0- and other and good valuable consideration, Seller shall convey to Buyer at closing the following personal property (specify each item carefully, include description, model numbers, serial numbers, location, and other information):

2 Beds and 2 mattresses

All A/v, Tvs and Speakers

All Appliances

Washer and Dryer

- B. Seller represents and warrants that Seller owns the personal property described in Paragraph A free and clear of all encumbrances.
- C. Seller does not warrant or guarantee the condition or future performance of the personal property conveyed by this document.

dotloop verified
09/03/19 7:58 PM
CDT
ZJTK-ILSE-ZTYD-Q7SH

Buyer

DocuSigned by:

95B0B41084E2...

William D. McGuire

Buyer

Seller

This form has been approved by the Texas Real Estate Commission for voluntary use by its licensees. Copies of TREC rules governing real estate brokers, salesperson and real estate inspectors are available at nominal cost from TREC. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

TREC NO. OP-M



SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT

555 E 5th St Apt 3001
Austin, TX 78701-4152

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? MARCH 1, 2018 (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	X		
Carbon Monoxide Det.	X		
Ceiling Fans	X		
Cooktop	X		
Dishwasher	X		
Disposal	X		
Emergency Escape Ladder(s)		X	
Exhaust Fans	X		
Fences		X	
Fire Detection Equip.	X		
French Drain		X	
Gas Fixtures	X		
Natural Gas Lines	X		

Item	Y	N	U
Liquid Propane Gas:		X	
-LP Community (Captive)		X	
-LP on Property		X	
Hot Tub		X	
Intercom System		X	
Microwave	X		
Outdoor Grill		X	
Patio/Decking	X		
Plumbing System	X		
Pool		X	
Pool Equipment		X	
Pool Maint. Accessories		X	
Pool Heater		X	

Item	Y	N	U
Pump: sump grinder	X		
Rain Gutters	X		
Range/Stove	X		
Roof/Attic Vents	X		
Sauna		X	
Smoke Detector	X		
Smoke Detector - Hearing Impaired		X	
Spa		X	
Trash Compactor	X		
TV Antenna		X	
Washer/Dryer Hookup	X		
Window Screens		X	
Public Sewer System	X		

Item	Y	N	U	Additional Information
Central A/C	X			X electric gas number of units: 2
Evaporative Coolers	X			number of units:
Wall/Window AC Units		X		number of units:
Attic Fan(s)		X		if yes, describe:
Central Heat	X			X electric gas number of units: 2
Other Heat		X		if yes, describe:
Oven	X			number of ovens: 1 X electric gas other:
Fireplace & Chimney		X		wood gas logs mock other:
Carport		X		attached not attached
Garage <u>Basement of Bldg</u>	X			attached not attached
Garage Door Openers	X			number of units: number of remotes: 2
Satellite Dish & Controls		X		owned leased from:
Security System	X			owned leased from:
Solar Panels		X		owned leased from:
Water Heater	X			X electric gas other: number of units: 1
Water Softener		X		owned leased from:
Other Leased Items(s)		X		if yes, describe:

(TXR-1406) 02-01-18

Kuper Sotheby's International Realty, 524 N. Lamar Blvd. Suite 204 Austin TX 78703
Kumara Wilcox

Initialed by: Buyer:

Produced with zipForm® by zipLogix

EB

08/29/19

and Seller: WPM

Phone: 512.423.5035

Fax:

Page 1 of 5

555 E 5th St Apt

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	automatic manual areas covered:
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	if yes, attach information About On-Site Sewer Facility (TXR-1407)

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? yes no If yes, describe (attach additional sheets if necessary):

Item	Y	N
Basement		X
Ceilings		X
Doors		X
Driveways		X
Electrical Systems		X
Exterior Walls		X

Item	Y	N
Floors	✓	
Foundation / Slab(s)		✓
Interior Walls		✓
Lighting Fixtures		✓
Plumbing Systems		✓
Roof		✓

Item	Y	N
Sidewalks		<input checked="" type="checkbox"/>
Walls / Fences		<input checked="" type="checkbox"/>
Windows		<input checked="" type="checkbox"/>
Other Structural Components		<input checked="" type="checkbox"/>

Minor water damage to some of hardwood flooring.
ACCA providing @ \$3K to replace flooring. New owner may
select flooring up to that limit

Condition	Y	N
Aluminum Wiring		X
Asbestos Components		X
Diseased Trees: oak wilt		X
Endangered Species/Habitat on Property		X
Fault Lines		X
Hazardous or Toxic Waste		X
Improper Drainage		X
Intermittent or Weather Springs		X
Landfill		X
Lead-Based Paint or Lead-Based Pt. Hazards		X
Encroachments onto the Property		X
Improvements encroaching on others' property		X
Located in 100-year Floodplain (If yes, attach TXR-1414)		X
Located in Floodway (If yes, attach TXR-1414)		X
Present Flood Ins. Coverage (If yes, attach TXR-1414)		X
Previous Flooding into the Structures		X
Previous Flooding onto the Property		X
Located in Historic District		X

Condition	Y	N
Previous Foundation Repairs		X
Previous Roof Repairs		X
Previous Other Structural Repairs		X
Radon Gas		X
Settling		X
Soil Movement		X
Subsurface Structure or Pits		X
Underground Storage Tanks		X
Unplatted Easements		X
Unrecorded Easements		X
Urea-formaldehyde Insulation		X
Water Penetration		X
Wetlands on Property		X
Wood Rot		X
Active infestation of termites or other wood destroying insects (WDI)		X
Previous treatment for termites or WDI		X
Previous termite or WDI damage repaired		X
Previous Fires		X

EB

and Seller: WJW

Produced with zipForm® by zipLogix 18076 Sibley Lane, Fraser, Michigan 48028 www.ziplogix.com

655 E 5th St Apt

Concerning the Property at _____

555 E 5th St Apt 3001
Austin, TX 78701-4152

Historic Property Designation	<input checked="" type="checkbox"/>	Termite or WDI damage needing repair	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input checked="" type="checkbox"/>

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

☐ ☒

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

☒ ☐

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: FIVE FIFTY FIVE HOAManager's name: LUCA RECK

Phone: _____

Fees or assessments are: \$ 1,587.00 per MO and are: ☒ mandatory ☐ voluntaryAny unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☒ noIf the Property is in more than one association, provide information about the other associations below or attach information to this notice. N/A☒ ☐Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following: HILTON HOTEL POOL & EXERCISE FACILITIESAny optional user fees for common facilities charged? ☒ yes ☐ no If yes, describe: _____☐ ☒

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☐ ☒

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☐ ☒

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☐ ☒

Any condition on the Property which materially affects the health or safety of an individual.

☐ ☒

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☐ ☒

Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

☐ ☒

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☐ ☒

Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

(TXR-1406) 02-01-18

Initialed by: Buyer: EBand Seller: WDM

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Page 3 of 5

555 E 5th St Apt

P-000140

Concerning the Property at 555 E 5th St Apt 3001
Austin, TX 78701-4152

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

Section 6. Seller has ~~has not~~ attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes ~~no~~ If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

☒ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? yes ~~no~~

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes ~~no~~ If yes, explain: _____

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? unknown no ~~yes~~ If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

William D. McGuire 8/8/2019
Signature of Seller Date

Printed Name: William D. McGuire

(TXR-1406) 02-01-18

Initialed by: Buyer: EB

Signature of Seller _____ Date _____

Printed Name: _____

and Seller: WDM

Page 4 of 5

Concerning the Property at 555 E 5th St Apt 3001
Austin, TX 78701-4152

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: CITY OF AUSTIN
 Sewer: " " "
 Water: " " "
 Cable: _____
 Trash: _____
 Natural Gas: _____
 Phone Company: _____
 Propane: _____
 Internet: _____

phone #: _____
 phone #: _____
 phone #: _____
 phone #: _____
 phone #: _____
 phone #: _____
 phone #: _____
 phone #: _____

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Edward Burger
 dotloop verified
 08/29/19 6:52 AM CDT
 BMX0-UEKX-96DH-0VB1

Signature of Buyer
 Printed Name: Edward Burger

Date _____ Signature of Buyer _____
 Printed Name: _____ Date _____

(TXR-1406) 02-01-18

Page 5 of 5



Sotheby's
INTERNATIONAL REALTY

NOTICE TO PROSPECTIVE REAL ESTATE BUYERS

A) Brokers. A real estate broker *represents* a party (buyer or seller) in a real estate transaction or may act as an intermediary between the parties. Buyer may work with the broker Kuper Sotheby's International Realty or with one of the broker's agents ("Broker/Agent"). Both a buyer and seller will be provided a form titled "Information About Brokerage Services" (TAR 2501 or TREC IABS1-0) which defines agency relationships. An agent may help a seller market the property or help a buyer locate a property. An agent is obligated to *negotiate* the transaction and may assist a seller or buyer in gathering information and may coordinate many details in the transaction. Brokers and agents are not inspectors. They do not possess the expertise to conduct inspection and therefore do not make any representation, warranties, or guaranties about a property's condition. Agents are not attorneys. Parties are encouraged to seek the assistance of an attorney to help in understanding any of the legal consequences and provisions of the contract or transaction.

B) Fair Housing. Broker/Agent is required to make properties available without regard to race, color, religion, national origin, marital status, sex, disability, familial status or ancestry.

C) Qualifying. Broker/Agent recommends that the buyer meet with a lender as soon as possible to be pre-qualified and determine the type of financing that is most appropriate for the buyer's purchase.

D) Representations. The Multiple Listing Service (MLS) is a database and cooperative tool between brokers. Agents who use the MLS must comply with the MLS's rules. The listing agent is required to timely report the current status of a listing, including when the property is sold or leased or is no longer available, as well as the sales price. Subscribers (brokers, agents, appraisers, other real estate professionals, and appraisal districts) have access to the information for market evaluation purposes. Much of the information in the MLS, such as square footage, assessed value, taxes, school boundaries, and year built is obtained from different sources such as county appraisal districts, appraisers, and/or builders. The buyer is advised to verify the information contained in any MLS printouts or other marketing materials, particularly if that information is used to establish the value the buyer is placing on the property. No local Board of Realtor and their MLS systems, nor the Broker/Agent, can verify the accuracy of all information. Human error and/or omissions could occur when compiling the extensive information utilized in marketing a property. In addition, square footage from any county appraisal district generally is used for the purpose of tax valuation and should be verified because it is not always accurate. If the buyer is basing an offer on square footage, measurements, and/or boundaries of a particular property from any source, the buyer is advised to have the property professionally measured to verify such measurements. Taxes quoted or listed in MLS or marketing materials should also be checked to confirm current amounts.

E) Annexation. If a property is outside the limits of a municipality, the buyer should be aware that the property may later be annexed by a nearby municipality. The buyer may find information on the boundaries of nearby municipalities by contacting the municipalities directly.

F) Appraisal. An appraisal is a valuation of the property. An appraiser renders an estimate of value as of a certain date under assumptions and conditions stated in the appraisal report. Typically, a buyer's lender requires an appraisal

to verify that the loan is secured by property that is worth a certain amount. An appraisal is not the same as an inspection.

G) Survey, Title Policy/Commitment. A survey may identify the location of boundaries, major improvements, fence lines, drives, encroachments, easements, and other items on the property. Broker/Agent advises buyers to obtain a current survey prepared by a licensed surveyor that is acceptable to the buyer, title company, and lender early enough in the transaction to help the buyer identify any encroachments, encumbrances to title, or restrictions. The buyer's contract typically contains a provision under which the buyer may obtain or be provided with a survey and the right to object to encumbrances and other potential issues disclosed in the survey. The buyer should obtain a title insurance policy. Upon receipt of a title commitment, the buyer is advised to carefully review the title commitment and/or consult with an attorney or title company if the buyer has any concerns or questions. Broker/Agent is not qualified to interpret title commitments and/or surveys and therefore does not provide any advice related to such documents and cannot be responsible for the information contained therein. Determining who owns the mineral interests under a property (for example, rights to oil and gas interests) requires an expert to review the chain of title to the property. Often mineral interests may have been severed from the property and could be owned by persons other than the seller. Contract forms commonly used in Texas may provide that the seller's interest, if any, in the mineral interests convey to the buyer as part of the property. However, a seller may wish to retain all or part of the mineral interests. The Texas Association of REALTORS® publishes a form titled "Information About Mineral Clauses in Contract Forms" (TAR 2509) which discusses this issue in more detail. Any buyer or seller concerned about whether minerals convey with a property should consult an attorney.

H) Prior Representation. Broker/Agent may have previously represented a party in a transaction regarding a property that Broker/Agent will show the buyer (a "Prior Representation"). Broker/Agent does not maintain a perpetual database of its Prior Representations. Broker/Agent periodically destroys its files which may contain information on Prior Representations, as well as closed, expired or terminated contracts, previous offers, listings, Seller's Disclosure Notices and/or inspection or engineering reports or other transaction information that may have involved the property. By the Buyer's signature below, the Buyer releases and agrees to hold Broker/Agent harmless from any obligation, express or implied, to determine the existence of a Prior Representation or to disclose any information to the Buyer or any other party that Broker/Agent may have obtained regarding a particular property as a result of a Prior Representation.

I) Sex Offenders. Neither a seller nor a seller's agent of a residential property has a duty to disclose any information about registered sex offenders. The Texas Department of Public Safety maintains a database that consumers may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.

J) Seller's Disclosure Notice. The Seller's Disclosure Notice is completed by the seller and signed and dated as shown on the notice. A buyer is advised to conduct an independent investigation of the matters set forth in or absent from



Sotheby's

INTERNATIONAL REALTY

the Seller's Disclosure Notice. Broker/Agent has no duty or obligation to investigate and/or ensure that a seller has completely and/or accurately filled out the Seller's Disclosure Notice. If changes occur to the property after the date of the Seller's Disclosure Notice, it is the obligation of the Seller to update the notice. Broker/Agent has relied on the Seller's Disclosure Notice as true and correct. Broker/Agent has no duty to investigate or inspect a property for defects, including but not limited to inquiring of neighbors about history or conditions that may adversely affect the property. A buyer is advised to request of seller any and all reports which may affect the property.

K) Property Inspection/Repairs. A buyer is advised to have a qualified inspector inspect the property to protect the buyer's interests. The buyer should accompany the inspectors during any inspections and ask the inspectors any questions the buyer may have relating to the inspection on the condition of the subject property. Broker/Agent do not possess any special skills, knowledge or expertise concerning inspection or repairs. Broker/Agent make no representation, warranty, covenant, or guarantee regarding any condition or matter regarding or affecting the property. At a buyer's request, Broker/Agent will provide a buyer with a list of inspectors and/or repairmen that it maintains strictly as a matter of convenience for its buyers. Broker/Agent provides this list merely as a starting point for a buyer's use in finding an inspector and/or repairmen that a buyer, in buyer's sole judgment, may select to make any inspection or repair. Broker/Agent make no representation, warranty, or covenant as to the reports, recommendations, capability, background, or reputation of any inspector or repairman. Please note that many property inspection organizations have their own standards on certain features of the property that the property inspector looks at to determine the integrity of the essential internal and external structural components. Property inspectors are not structural engineers but may help identify visual defects in these areas requiring immediate repairs. A buyer and the seller should resolve, in writing, any obligation, and any timing of the obligation, to complete repairs a buyer may request before the option period expires. Property inspectors may not be environmental specialists, but they may help identify many safety hazards or dangerous conditions. Other items may or may not be included in a standard property inspection. Some of these may be septic systems, roofs, drainage problems, wood decks, patios, or other exterior structures. A buyer is advised to verify which, if any, of these items are not included in the property inspection and have any items of concern inspected by a qualified licensed professional. Some items which may affect the property but are normally not included in an inspection are termites and wood destroying insects, geological or land subsidence surveys, and environmental or pollution inspections, all of which should be completed separately for a buyer's own protection. Broker/Agent recommends that a buyer obtain a general property inspection as well as surveys and inspections in specialized areas beyond the scope of the general property inspection. Broker/Agent has no duty to recommend that a buyer conduct any particular type of inspection. A buyer, in buyer's sole discretion, will determine whether to inspect the property.

Broker/Agent's expertise is in marketing, showing, and selling properties. Broker/Agent does not possess, and therefore does not offer, any expertise in the areas of construction, building materials, foundations, roofs, exterior finish systems, drainage, heating, air conditioning, plumbing, electrical, property appliances, or any other components that are part of or related to a structure or equipment of any property. Broker/Agent is neither engineering nor an environmental expert. Broker/Agent makes no representation, warranty, covenant, or guarantee regarding any condition or any other matter regarding any property. Broker/Agent do not possess and therefore offers no expertise on any condition that may affect a property, including, but not limited to, noise, lead-based paint, toxic waste, asbestos, radon, mold, termites or wood

destroying insects, other insects (mosquitoes, fire ants, bees, scorpions, moths, etc.), endangered species, oak decline, oak wilt, flood plains, runoff/flowing water onto, through, and/or under the property, wetlands, wildlife, and other creatures or any other matter which could adversely affect a property. A buyer is advised to retain inspectors to conduct inspections for these and any other concerns or conditions that affect a buyer's decision to purchase any property. **IF A BUYER DOES NOT EXERCISE BUYER'S RIGHT TO HAVE INSPECTORS FULLY INSPECT THE PROPERTY, BUYER MAY BE TAKING CERTAIN RISKS, SUCH AS THE RISK THAT BUYER WILL NOT IDENTIFY A CONDITION THAT MIGHT OTHERWISE AFFECT OR IMPACT A BUYER'S DECISION TO BUY THE PROPERTY.**

L) School Boundaries. School boundaries are subject to change and may affect attendance area and/or the value of the property. Due to increasing growth of the area surrounding the property, the affected school district may move the attendance boundaries of any of their schools. The school information provided to the buyer by Broker/Agent or by the Multiple Listing Service (MLS) may have been furnished by third parties and/or could be inaccurate as a result of human error or the constantly changing boundaries. In no way does the information provided the buyer predict or guarantee future attendance boundaries for any school.

Broker/Agent cannot warrant or guarantee school boundaries because the school boards of each district are constantly monitoring the population and growth rates of their schools and making changes when necessary. If the buyer has concerns about the boundaries of a particular school district, the buyer is advised to contact the appropriate school districts to learn of any boundary issues prior to or during the Option/Inspection period.

M) Residential Service Contracts. A residential service contract is a product under which a residential service company, for an annual fee, agrees to repair or replace certain equipment or items in a property (for example, covered appliances, air conditioning and heating systems, and plumbing systems). Co-payments typically apply to most service calls. If buyer requests names of residential service companies from an agent, the buyer should note that the agent is not making any representation or warranty about the service company. Some sellers offer a residential service contract program. If the seller does not include a residential service contract covering the buyer, the buyer may purchase a contract on the buyer's behalf.

N) Walk Through. Buyer is advised to conduct a walk-through inspection of the property prior to closing. If buyer has any concerns, buyer is advised to have the property re-inspected to buyer's satisfaction prior to closing. Buyer is advised to have the property re-keyed on date of possession and inspect/install smoke and/or fire alarms.

O) Environmental and Other Matters. Over the years the market has identified environmental conditions that buyers should know may exist. Environmental hazards include, but are not limited to, conditions such as asbestos, lead-based paint, mold, pesticides, radon gas, toxic waste, underground storage tanks, urea-formaldehyde insulation, and other pollutants. Wetlands or endangered species on the property may restrict the use of the property. If the buyer is concerned that environmental hazards, wetlands, or endangered species may be present on the property the buyer wishes to buy, the buyer should hire a qualified expert to inspect the property for such items. The buyer may include a promulgated addendum (e.g., TREC 28-2) in the buyer's contract that may address such matters.

Lead-Based Paint. If a property was built before 1978, federal law requires that the seller provide the buyer with: (1) a pamphlet titled "Protect Your Family

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Revised 4/2019

Buyer's Initials

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from Lead in Your Home" (e.g., TAR 2511); (2) the records and reports the seller has concerning lead-based paint or hazards; and (3) an opportunity to have the property inspected for lead-based paint or hazards.

Mold and other contaminants. Every property contains products that have water, powders, solids, and industrial chemicals which are used in constructing the property. The water, powders, solids, and industrial chemicals will and do contain mold, mildew, fungus, spores, and chemicals which may cause allergic or other bodily reactions in certain individuals. Buyer should consult a physician to determine the molds, mildews, fungus, spores and/or chemicals that may adversely affect buyer or members of buyer's family. The construction products used in building a house may contain, among others, some of the following chemicals in measurable amounts:

- Water (contains or allows growth of molds, mildew, and fungus)
- Formaldehyde (e.g., in carpeting and pressed wood products)
- Fiberglass (e.g., in insulation products)
- Petroleum and Petroleum Products (e.g., in vinyl and plastic products)
- Methylene Chloride (e.g., in paint thinners)

Leaks, wet flooring, water penetration, and moisture will contribute to the growth of molds, mildew, fungus, or spores. **BROKER/AGENT IS NOT RESPONSIBLE AND BUYER HEREBY RELEASES BROKER/AGENT FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY MOLD REMOVAL AND/OR REMEDIATION, OR FOR ANY ILLNESS OR ALLERGIC REACTIONS THAT BUYER OR ANY GUEST OR INHABITANT MAY EXPERIENCE AS A RESULT OF MOLD, MILDEW, FUNGUS OR SPORES.** Buyer is advised to keep the house clean, dry, well ventilated and free of contamination. After closing, buyer is advised to investigate methods to protect the property from molds, fungus, mildew and other environmental conditions. **IF BUYER IS NOT COMFORTABLE WITH THE FACT THAT MOLDS OR CHEMICALS EXIST IN SOME AMOUNT IN THE PROPERTY THAT BUYER IS PURCHASING, THEN BUYER SHOULD NOT PURCHASE THAT PROPERTY. BUYER IS ADVISED TO RETAIN INSPECTORS TO CONDUCT INSPECTIONS FOR THESE AND ANY OTHER CONCERNS OR CONDITIONS THAT AFFECT BUYER'S DECISION TO PURCHASE ANY PROPERTY. BROKER/AGENT HAS NO EXPERTISE IN ENVIRONMENTAL ISSUES.**

Oak Wilt and Diseased Trees. There are diseases such as oak wilt and other conditions that may affect trees and other plants. Oak wilt is a fungus that affects certain oak trees. If the buyer is concerned about such matters, the buyer may have the trees and other plants inspected by a professional of buyer's choice.

Chronic Wasting Disease. Chronic Wasting Disease (CWD) is a neurological disease in deer, elk, moose and other members of the deer family, known as "cervids." The first case of CWD in Texas was believed to be discovered in 2012 in free-ranging mule deer in an isolated area of far West Texas. Texas Parks and Wildlife Department (TPWD) and Texas Animal Health Commission (TAHC) have developed a cooperative CWD management plan to guide both agencies in addressing risks, developing management strategies, and protecting big game resources from CWD in captive or free-ranging cervid populations. Buyer may find more information on TPWD's website at <https://tpwd.texas.gov/huntwild/wild/diseases/cwd/>. If the buyer is concerned about CWD and its potential impact on cervids populations on and around any property, buyer should contact a qualified expert for more information.

Quarries and Aggregate Processing Plants. Quarries and aggregate processing plants are common in certain parts of Texas, and various new quarries and aggregate processing plants are proposed at any given time. Airborne particulate matter associated with such operations are a potential nuisance and pose potential health risks. Operations at these facilities can result in significantly increased vehicular traffic, including the presence of large semi-trailers and other trucks, and potentially in a large amount of water runoff and/or water pollution. Additionally, operations at these facilities pose a potential risk of physical damage to structures as a result of ground vibrations and/or air blasts. The buyer is advised to consult with qualified experts to investigate any existing and/or proposed quarries and aggregate processing plants in the area surrounding the property.

P) Foundations. Foundations may fail for numerous reasons, and many areas of Texas contain highly expansive clays and other soil conditions that are subject to shifting and movement under or adjacent to foundations, particularly when moisture content varies as a result of weather conditions. **BROKER/AGENT IS NOT AN ENGINEERING AND/OR FOUNDATION EXPERT, AND DOES NOT AND CANNOT WARRANT THE PAST, PRESENT AND/OR FUTURE CONDITION OF THE FOUNDATION AND/OR THE SOIL CONDITIONS AFFECTING THE PROPERTY. BROKER/AGENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING THE FOUNDATION. BUYER REPRESENTS AND WARRANTS THAT BUYER WILL NOT LATER CLAIM TO HAVE RELIED UPON ANY PAST OR FUTURE ALLEGED EXPERTISE, REPRESENTATION, OR WARRANTY FROM BROKER/AGENT CONCERNING THE FOUNDATION AND/OR THE SOIL CONDITIONS AFFECTING THE PROPERTY UNLESS SUCH ALLEGED EXPERTISE, REPRESENTATION, OR WARRANTY IS CONTAINED IN A WRITING WET-SIGNED (SIGNED IN INK) BY BROKER/AGENT. BUYER HEREBY RELEASES BROKER/AGENT FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY PROBLEMS OR ISSUES ASSOCIATED IN ANY WAY WITH THE PROPERTY'S FOUNDATION AND/OR THE SOIL CONDITIONS AFFECTING THE PROPERTY.** The buyer is advised by Broker/Agent to consult with a qualified licensed engineer during the Option/Inspection Period to determine the integrity of the structure/foundation and the soil conditions which exist at the property.

Q) Termites and Other Wood Destroying Insects. The buyer is advised that termites are very prevalent in Texas and is, therefore, advised to have a thorough inspection of the property prior to or during the Option/Inspection Period by a licensed, professional pest control company or entomologist. If the Seller's Disclosure Notice for the property indicates prior infestation, treatment, previous damage, water penetration, conducive conditions, etc., the buyer is advised to bring this information to the attention of buyer's inspector. Broker/Agent makes no representation, warranty, or covenant as to the capability, background or reputation of any inspector, the accuracy of any findings, or the extent of previous damage, if any.

R) Mortgage and Insurance. The buyer is advised to submit written mortgage and insurance applications and secure written commitments for the property prior to or during the Option/Inspection Period with terms and conditions acceptable to the buyer. Broker/Agent is not licensed to give such advice. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain prices. Most lenders require that the property be insured in an amount not less than the loan amount. The failure to obtain property insurance before closing may delay the transaction or cause it to end. The Texas Association of REALTORS® publishes a document titled "Information About Property Insurance for a Buyer or Seller" (TAR 2508) which discusses property insurance in more detail.



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S) Area Noise and Development. If noise (including but not limited to aircraft, trains, automobiles, barking dogs, etc.) is a concern to the buyer, the buyer is advised to investigate conditions that affect the property prior to or during the Option/Inspection Period. In addition, Broker/Agent is not required to investigate what types of developments (or re-developments) that may occur in the vicinity of the property. Broker/Agent advises the buyer to determine, in the buyer's sole opinion, if noise or prospective area developments would adversely affect the buyer's decision to purchase the property. Broker/Agent does not guarantee the suitability of the property to the buyer's expectations, requirements, and/or intended use.

T) Flood Hazard, Floodways, Flood Insurance, and Water Penetration. Many properties are in flood hazard areas. Lenders who make loans on properties located in special flood hazard areas typically require the owner to maintain flood insurance. Additionally, some properties may lie in a floodway. The Texas Association of REALTORS® publishes a form titled "Information About Special Flood Hazard Areas" (TAR 1414) which discusses flood hazard areas and floodways in more detail. Buyer is encouraged to buy flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.

A property that does not lie in a floodway is still subject to potential flooding and may experience a variety of different water penetration issues associated with, among other things, plumbing issues, rain, improper drainage, foundation issues, wall failures (e.g., stucco cracks and failing exterior walls), roof leaks, etc. A seller may represent that a property has/has not suffered from past or current flooding onto the property or into the structures. A seller may also represent that a property has/has not suffered from past or current water penetration issues. **BROKER/AGENT IS NOT AN EXPERT IN FLOODING AND/OR WATER PENETRATION RELATED MATTERS, AND DOES NOT AND CANNOT WARRANT THE EXTENT OF ANY PAST, PRESENT, AND/OR FUTURE FLOODING ONTO THE PROPERTY OR INTO THE STRUCTURES AND/OR WATER PENETRATION ON THE PROPERTY. BROKER/AGENT DOES NOT MAKE ANY REPRESENTATION OR WARRANTY CONCERNING FLOODING ONTO THE PROPERTY OR INTO THE STRUCTURES AND/OR WATER PENETRATION ON THE PROPERTY. BUYER REPRESENTS AND WARRANTS THAT BUYER WILL NOT LATER CLAIM TO HAVE RELIED UPON ANY PAST OR FUTURE ALLEGED EXPERTISE, REPRESENTATION, OR WARRANTY FROM BROKER/AGENT CONCERNING FLOODING ONTO THE PROPERTY OR INTO THE STRUCTURES AND/OR WATER PENETRATION ON THE PROPERTY UNLESS SUCH ALLEGED EXPERTISE, REPRESENTATION, OR WARRANTY IS CONTAINED IN A WRITING WET-SIGNED (SIGNED IN INK) BY BROKER/AGENT. BUYER HEREBY RELEASES BROKER/AGENT FROM ANY RESPONSIBILITY OR LIABILITY FOR ANY PROBLEMS OR ISSUES ASSOCIATED IN ANY WAY WITH FLOODING ONTO THE PROPERTY OR INTO THE STRUCTURES AND/OR WATER PENETRATION ON THE PROPERTY.**

U) Historic or Conservation Districts. Properties located in historic or conservation districts may have restrictions on use and architecture of the properties. Local governments may create historic or conservation districts for the preservation of certain architectural appeal. A property owner may or may not be aware if the property is located in such a district. If the buyer is concerned whether the property is located in such a district, contact the local government for specific information.

V) Mandatory Owner's Associations. An owner's association may require a property owner to be a member. The buyer may obtain subdivision information (the restrictions applying to the subdivision, the bylaws and rules of the

owners' association, and a resale certificate). The buyer may be required to pay for the subdivision information unless the buyer negotiates otherwise in the contract. If membership in an owner's association is required, the buyer will probably be obligated to pay periodic dues or assessments. Failure to pay such dues could result in a lien on and foreclosure of the subject property purchased by the buyer.

W) Possession. Most contracts provide that the seller will deliver possession of the property to the buyer at the time the sale closes and funds or according to a temporary residential lease or other written lease required by the parties. There may be a short delay between closing and actual funding; especially if a buyer is obtaining funds from a lender. The buyer may need to verify with its lender if the loan will fund on the day of closing. The buyer should also take this potential delay into account when planning its move into the property. Any possession by the buyer before the sale closes and funds (or by the seller after the sale closes and funds) should be authorized by a written lease signed by buyer and seller.

X) Septic Tanks and On-Site Sewer Facilities. Many properties have septic tanks or other on-site sewer facilities. There are several types of such systems. Special maintenance requirements may apply to certain systems. Please refer to a document titled "Information About On-Site Sewer Facility" (TAR 1407) for more information. The buyer should also determine if the county requires any registration or other action to begin using the septic system or on-site sewer facility.

Y) Statutory Tax Districts. The property may be located in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services (for example, a Municipal Utility District, Water Improvement District, or a Public Improvement District). While the buyer is likely to receive a prescribed notice when buying property in such a district, the buyer should make their own inquiry into existence and impact of any such statutory tax districts.

Z) Synthetic Stucco. Synthetic stucco (sometimes known as EIFS) is an exterior siding product that was placed on some properties in the recent past. If the product was not properly installed, it has been known to cause damage to the structure (such as wood rot and moisture). If the property has synthetic stucco, the buyer should ask its inspector to carefully inspect the siding and ask any questions it may have.

AA) Tax Prorations. A buyer and seller may agree to prorate a property's taxes through the closing date. Property taxes are typically due and payable at the end of each calendar year. The escrow agent will estimate, at closing, the taxes for the current year. If the seller is qualified for tax exemptions (for example, homestead, agricultural, or over-65 exemption), such exemptions may or may not apply after closing. After closing the taxes may increase because the exemptions may no longer apply. When buying new construction, the taxes at closing may be prorated based on the land value only and will later increase when the appraisal district includes the value of the new improvements. The actual taxes due, therefore, at the end of the year and in subsequent years may be different from the estimates used at closing.

BB) Termination Option. Many contract forms contain an option clause which provides the buyer with an unrestricted right to terminate the contract. Most buyers choose to purchase the termination option. The buyer will be required to pay for the termination option in advance. The option fee is negotiable. Most buyers will conduct many of their reviews, inspections, and other due diligence during the option period. The buyer must strictly comply with the time period under the option. The option period is not suspended or extended if the buyer



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and the seller negotiate repairs or an amendment. If the buyer wants to extend the option period, the buyer must negotiate an extension separately, obtain the extension in writing, and pay an additional fee for the extension. The buyer should not rely on any oral extensions.

CC) Tide Waters. If the property the buyer adjoins any of the state's tidal waters, the seller should provide the buyer with a notice titled "Addendum for Coastal Area Notice" (TAR 1915) at the time buyer signs a contract. Boundaries of properties along such waters may change, and building restrictions will apply. If the property is located seaward of the Gulf Intracoastal Waterway, the seller should provide the buyer with a prescribed notice titled "Addendum for Property Located Seaward of the Gulf Intercoastal Waterway" (TAR 1916).

DD) Utilities. The buyer should evaluate what utilities the buyer will require and check to be sure that the utilities available in the area suit the buyer's needs. Some structures may or may not have utilities and electrical facilities to support many modern appliances or equipment.

EE) Water Level Fluctuations. State law requires to the seller to notify a buyer of a property adjoining a lake, reservoir, or other impoundment of water with a storage capacity of at least 5,000 acre-feet at its normal operating level that the water level may fluctuate. The buyer and seller can find a list of lakes and reservoirs with at least 5,000 acre-feet storage capacity by accessing <http://texasalmanac.com/topics/environment/lakes-and-reservoirs>.

FF) Water Wells. If the property has a water well, the buyer should have, and its lender may require, the equipment inspected and water tested. The buyer should also determine if the county requires any registration or other action to begin using the water well.

GG) Due Diligence. The buyer is advised that Broker/Agent's responsibilities covered by this Agreement do not include the responsibilities associated with due diligence obligations of the buyer pursuant to a prospective purchase. Broker/Agent has neither the experience nor expertise to research issues and/or advise/consult with the buyer relative to matters affecting the buyer's decision to purchase the property. It is the buyer's sole responsibility to conduct due diligence. **SHOULD THE BUYER REQUEST ADVICE OR OPINIONS FROM BROKER/AGENT CONCERNING ANY MATTER IMPACTING THE PROPERTY, BROKER/AGENT'S RESPONSES AND/OR OPINIONS SHALL BE DEEMED TO BE CHARACTERIZED AS OPINIONS ONLY AND ARE NOT TO BE RELIED UPON BY THE BUYER IN BUYER'S DETERMINATION TO PURCHASE A PROPERTY.**

HH) Notice of Possible Invasive Species. Broker/Agent hereby gives the buyer notice of possible invasive species that could harm the economic, ecological and/or human health relating to the property that the buyer purchases. "Invasive Species" are defined as a species that are non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health (Executive Order 13112). Broker/Agent advises the buyer to further research and satisfy itself as to the potential harm caused by said invasive species, including, but not limited to, those found at <http://www.texasinvasives.org/>.

II) FIRPTA. The Foreign Investment in Real Property Tax Act of 1980 (FIRPTA) may require buyers in certain transactions involving a seller who qualifies as a "foreign person" to withhold up to 15% of the amount realized by the seller (usually the sales price) for federal taxes. For informational purposes only, a "foreign person" is generally defined as a: (1) nonresident alien

individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition generally does not include a resident alien individual. While the seller should inform the buyer whether it is a "foreign person," the buyer should independently confirm, through consultation with a tax professional or an attorney, the current definition of "foreign person" under applicable law and whether the seller meets the current definition.

JJ) Permits. Permits may be required to construct, alter, repair, or improve the property. The buyer is encouraged to contact the local government to verify that all required permits have been obtained because it may impact the buyer's future plans for the property.

KK) Restrictions on Property Near An International Border. Be aware that in certain counties located near an international border, Texas law may prohibit the sale of property lacking required water and sewer services. Even if a sale of such property is permitted, a buyer may face additional costs or restrictions under Texas law due to a lack of basic infrastructure (water, sewer, roads, and drainage). The Texas Association of REALTORS® publishes a form titled "Information Regarding Property Near an International Border" (TAR 2519), which provides more information. Broker/Agent cannot guarantee that a sale of the property is permitted under Texas law or otherwise give legal advice.

LL) Property Insurance. Promptly after entering into a contract to buy a property and before any option period expires, the buyer should contact an insurance agent to determine the availability and affordability of insurance for the property. There are numerous variables that an insurance company will evaluate when offering insurance at certain coverage levels and at certain rates. Most lenders require property to be insured in an amount not less than the loan amount. The failure to timely obtain property insurance may delay or prevent the closing of the transaction. The Texas Association of REALTORS® publishes a document titled "Information About Property Insurance for a Buyer or Seller" (TAR 2508) which discusses property insurance in more detail.

MM) Surveillance. Be aware that when viewing a property, a seller may record or otherwise electronically monitor a buyer without the buyer's knowledge or consent, and a buyer may photograph or otherwise record the property without the seller's knowledge or consent. The parties should consult an attorney before recording or photographing another person or property.

NN) Wire Fraud. Real estate transactions are vulnerable to cybercrime, like wire fraud, in which criminals obtain access to email accounts and transmit false wiring instructions for the purpose of diverting funds to another bank account. Refrain from transmitting personal information, like bank account numbers or other financial information, via email or other unsecured electronic communication. If the buyer receives any electronic communication regarding wiring instructions, even if the communication appears to come from a legitimate source, the buyer should verify its authenticity prior to the transfer of funds in person or via phone call using a recognized phone number that is not found in the communication.

THE UNDERSIGNED BUYER HEREBY ACKNOWLEDGES RECEIPT OF THE FOREGOING INFORMATION AND AGREES TO THE TERMS AND CONDITIONS OF THE STATE BUYERS.

Edward Burger

Signature of Buyer

dotloop verified
08/29/19 6:52 AM CDT
W59M41WWW-RN6Y-WNYY

Date

Signature of Buyer
Revised 4/2019

Buyer's Initials

EB
08/29/19
6:52 AM CDT
dotloop verified

Date

KSIR Notice to Prospective Real Estate Buyers



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NOTICE PURSUANT TO 22 TEX. ADMIN. CODE § 537.11

This Notice to Prospective Real Estate Buyers was prepared by attorney John G. George, Jr. (TBN: 24051944) for sole use by Kuper Sotheby's International Realty. This form is approved for use in single family residential real estate, farm and ranch, unimproved property, and condominium transactions.

THIS FORM IS NOT A MANDATORY TREC FORM AND TREC RULES PROHIBIT REAL ESTATE LICENSE HOLDERS FROM PRACTICING LAW AND DIRECTLY OR INDIRECTLY OFFERING, GIVING, OR ATTEMPTING TO GIVE LEGAL ADVICE.

IT IS STRONGLY RECOMMENDED FOR YOU TO SEEK LEGAL COUNSEL CONCERNING THE INTERPRETATION AND USE OF THIS FORM, INCLUDING ADVICE ABOUT HOW THIS FORM IMPACTS YOUR LEGAL RIGHTS. THE ATTORNEY WHO DRAFTED THIS FORM IS NOT YOUR ATTORNEY AND IS NOT PROVIDING YOU ANY LEGAL ADVICE.

Exhibit 4



700 Lavaca Street, Suite 1400-2111
 Austin, Texas 78701
 Phone 512-698-8444
 Fax 512-906-1171
 www.trtexas.com

Customer Order No.		Date 2-2-18	
Name BILL MCGUIRE			
Address 555 E 5TH ST #3001			
Phone No. 210-416-4874			
SOLD BY	CASH	C.O.D.	CHARGE
RETURN	PAID OUT		
QUANTITY	DESCRIPTION	PRICE	AMOUNT
	SAND + REFINISH 9"2" x 1'10"	800	00
	WOOD RAIL WINDOW SEAT		
		SUB TOTAL	800 00
		FEE	66 00
		TOTAL	866 00

All claims and returned goods MUST be accompanied by this bill.

INVOICE #1708

Rec'd by

Wm. Jui

Paid 2/2/2018
 (Ax)

THANK YOU

WILLIAM D. McGUIRE
393 N POINT RD # 1002
OSPREY, FL 34229

4658

30-67100

January 8, 2019

Pay to the
Order of

Rocio's Dependable Cleaning \$ 80.00

Eighty and no/ hundredths

Dollars



Frost

www.frostbank.com

Signature Checking

For

⑆114000093⑆4658⑈016070965⑈

ENDORSE HERE

PAY TO THE ORDER OF
BANK OF AMERICA
AUSTIN, TX 78746-3314

FOR DEPOSIT ONLY

ANASTACIA ROCIO LOMELI SOLE PROP
DBA ROCIO'S DEPENDABLE CLEANING SERVICE
686014843117

JE H... HERE, I MOB... DEP...

DO NOT PRINT TITLES OR SIGNS BELOW THIS LINE

FINANCIAL INC.

WILLIAM D. McGUIRE
393 N POINT RD # 1002
OSPREY, FL 34229

4671

20-2/11/19

February 4, 2019

CHECK NUMBER

Pay to the
Order of

Mike Holohan

\$ 220.00

Two-hundred twenty and 00/100th Dollars



Frost

www.frostbank.com

Signature Checking

For

W. D. McGuire

⑆ 114000093⑆ 4671 ⑆ 016070965⑆

02/13/2019

02/13/2019

Frost Bank is not responsible for any loss or damage to cash or other items deposited in this box.

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Seq: 31

Batch: 639071

Date: 02/13/19

Seq: 00031 02/13/19

BAT: 639071 CC: 0750007719

WT: 01 LTPS: Jacksonville

RC: Gulf Gate RC FL4-070

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE OR SIGN IN THIS FIELD
• Frost Bank is not responsible for any loss or damage to cash or other items deposited in this box.

ENDORSE HERE

X ✓ Mike Holohan

LUXURY LANE STAGING

Contract #: S-6/4/19

Home Owner Services Agreement – Staging Only - Specific Terms

This Home Staging Services Agreement is between: **Bill McGuire and Luxury Lane effective 6/4/2019**

BACKGROUND

Homeowner and/or Business owns a residential property that is currently offered for sale. **Luxury Lane** offers Home Staging Service, designed to enhance the marketability and sale value of residential properties. Homeowner wishes to engage **Luxury Lane** to provide the Services on the terms and conditions of this Agreement. Throughout this Agreement “we”, “us” and “our” refers to **Luxury Lane** and “you” and “your” refers to Homeowner.

AGREEMENT

You and we, intending to be legally bound, hereby agree as follows:

1. **Luxury Lane.** We will provide the Services for your property at **555 E. 5th Street #3001, Austin, TX 78701** to the terms and conditions of this Agreement. The Services for the Property will include staging the following rooms:

Entry/ Office	Fully Stage: Additional lighting, pillows, seating area, rug and plants as needed
Living Room	Fully stage: Seating area, rug, decorative pillows, art, cocktail tables, accent tables, plants, lighting, and accessories.
Dining Room	Fully Stage: Dining table, dining chairs, centerpiece, and accessories
Kitchen	Fully Stage: Barstools, live plants, accessories
Bedroom 1	Partially stage: New bedding, nightstands, ambient lighting, art, and accessories
Master Bedroom	Partially stage: New bedding, décor pillows, additional lighting, chair (if needed) art, and accessories
Master Bathroom	Accessorize
Outdoor Patios	Seating and accent tables.
Other (Included as needed)	Rugs, Art work, Live plants

2. If you (a) clean the Property, (b) give us access to the Property, and (c) make any initial payment due to us, as required by this Agreement, we will complete the furnishing and decoration of the Property.
2. **Real Estate Agent.** You have engaged the services of a **Realtor® or Licensed Real Estate Agent Kumara Wilcoxon with Kuper & Sotheby's International Realty.**
3. **Access to Property.** The Property may be on a lockbox and showings to prospective buyers will always be conducted by Agent or other licensed real estate professional, or by Owner. **Luxury Lane Staging** shall retain a key and access during the term of the contract.
4. **Term.** The “Term” of this Agreement begins on the Effective Date with a **maximum of 120 days** from the effective date.
5. **Move-Out upon Sale.** When you enter into a contract for sale of the Property, we will vacate the Property upon notice from you within **30 days** the “Notice Period”. **Luxury Lane** retains the right to remove the staging once the contract has passed the option period.

6. **Payment for Services.** You will pay us for the Services as follows:

Makeover Fee: \$ N/A

Staging Fee: As follows:

\$ 9,000

Paid 6/12/2019 #4718

PLEASE MAKE CHECK PAYABLE TO LUXURY LANE

7. **Cleaning.** You will be responsible for thorough cleaning of the Property by the earlier of (a) the date seven days after the date of this Agreement or (b) the Set-Up Date. If cleaning is not completed prior to this date, we will arrange for cleaning of the Property and you will reimburse us for all associated costs within five days of the invoice date.

8. **Homeowner Contact Information.**

	Primary	Alternate
Name:	Bill McGuire	
Mailing Address	555 E. 5 th Street #3001 Austin, TX 78701	
Telephone		
Work		
Home		
Cell		
Fax		
Email	billmcg@together.net	

You will notify us promptly of any contact information changes.

9. **Additional Terms.** If home is not under contract within the 120 - day period, sellers can enter into a 30- day contract for a total of \$1,000 per month if both parties agree. Seller must give a 14-day notice if they wish to enter into the additional 30-day agreement and the monthly extension payment is due at that time.

At seller's request, we will utilize furnishing that were left in the home by the seller.

10. **Complete Agreement.** This Agreement consists of these Specific Terms and the General Terms that follow. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings, whether oral or in writing.

The undersigned have signed this Agreement as of the **Effective Date:** Begins when Staging is completed, and home is photo ready.

HOMEOWNER:

Luxury Lane:

By _____

By: _____

By _____

Date:

LUXURY LANE STAGING

Contract: U-6/10/2019

Home Owner UPDATING Services Agreement - Updating only – Specific Terms

This is a **TURN KEY Contract** between Luxury Lane Staging and **Bill McGuire** effective 6/10/2019.

BACKGROUND

Homeowner and/or Business owns a residential property that is currently offered for sale. **Luxury Lane** offers Home Staging Service, designed to enhance the marketability and sale value of residential properties. Homeowner wishes to engage **Luxury Lane** to provide the Services on the terms and conditions of this Agreement. Throughout this Agreement "we", "us" and "our" refers to **Luxury Lane** and "you" and "your" refers to Homeowner.

AGREEMENT

You and we, intending to be legally bound, hereby agree as follows:

1. **Luxury Lane Staging.** We will provide the following Updating Services for your property at **555 E. 5th street Unit 3001 Austin, TX** to the terms and conditions of this Agreement.

* **All Luxury Lane Updating Services include the following:**

- Labor, *Quality of National Brand Paint, Materials, Supplies*
- Project Management by *Luxury Lane team member(s).*
- Moving of furnishings within the home. *(Does not include emptying cabinets or shelves).*

Specific Updates for the Property will include painting the walls of the following areas:

2. **SCOPE of PAINTING....**

- Prep-work to protect surfaces and prepare for paint
- Walls of Hallway/ Study
- Walls of Powder bath
- Walls and Ceiling of Bath 2
- Master Bedroom
 - Walls
- Master Closet
 - Walls and Shelving
- Master Bath
 - Walls and Ceiling
- Bedroom 2
 - Walls

3. **Terms.**

TURN KEY fee

Labor of Painting Interior: \$6,000

Deposit Amount Due: \$3,000

Paid 1/2 = \$3,000 AX

Balance = 3,000 #5120

The "Term" of this agreement requires a 50% deposit at contract signing, and the remaining balance due at time of completion. Luxury Lane is not responsible for delays in completion due to product availability or acts of God. All parties agree to the terms as set forth above.

Bill McGuire

Date

Luxury Lane.

Date

WILLIAM D McGUIRE
 393 NORTH POINT ROAD #1002
 OSPREY, FL 34229-0000
 210-416-4874

5120

30-5/11/00

June 13, 2019

Date

CHECK # 5120

Pay to the
Order of

Luxury Same Staying

\$ 3,000.00

Three thousand and no hundredths Dollars


 Frost
 Bank
 www.frostbank.com


Frost

www.frostbank.com

For

W. D. McGuire

⑆ 114000093⑆ 5120 016070965 ⑈

Hatched Check

MICR SUPPORT

- Security Features include:
- Large Number 1 watermark in the center of the front
 - Large Number 1 watermark in the center of the back
 - Microprint in the center of the front and back
 - Large Number 1 watermark in the center of the front and back
 - Large Number 1 watermark in the center of the front and back
 - Large Number 1 watermark in the center of the front and back
 - Large Number 1 watermark in the center of the front and back

Do not cash if:

- Any of the features are missing or altered
- Faint ink on front or back
- Brown stains and marks on front and back


 CHECK BOX FOR MOBILE REMOTE DEPOSIT
 WRITE NAME OF FINANCIAL INSTITUTION IN REMOTE DEPOSIT

 ENDORSE HERE
 For deposit
 9873472535

**The Steam Team, Inc.**

1904 W Koenig Lane
 Austin, TX 78756
 (512) 451-8326 Ph
 (512) 335-1900 Fax
 accounting@thesteamteam.com

Invoice

Date	Invoice No.
6/14/2019	1820618

PAID
06/18/2019

Bill To
Bill McGuire 555 E 5th st. #3001 Austin, Texas 78701

Job Site
Bill McGuire 555 E 5th st. #3001 Austin, Texas 78701

Rep	Claim/PO No.	Terms	Due Date	
Kelly		Due on receipt	6/14/2019	
Quantity	Description	Price Each	Amount	
1	Air Duct Clean: 8 Vents/Return	1,500.00	1,500.00T	
1	Dryer Vent Cleaning	250.00	250.00T	
		Subtotal	\$1,750.00	
		Sales Tax (8.25%)	\$144.38	
		Total	\$1,894.38	
		Payments/Credits	-\$1,894.38	
		Balance Due	\$0.00	

Forms of payment accepted
 Check, Visa, Master Card, Discover & American Express

William & Nancy McGuire

2018	LOAN BAL	MARGIN INTEREST	DATE RANGE	RATE
JAN 16	-			
FEB	1,193,009.48	16.57	0130-0226	3.50%
		(115.98)	0130-0226	
MAR	1,144,230.18	(2,113.56)	0227-0320	3.00%
		(723.00)	0321-0327	3.25%
APR	1,195,340.22	(3,165.90)	0328-0426	3.25%
MAY	1,203,167.81	(3,566.43)	0427-0529	3.25%
JUN	1,271,220.14	(1,518.98)	0530-0612	3.25%
		(1,750.05)	0613-0627	3.50%
JUL	1,300,601.95	(3,952.94)	0628-0729	3.50%
AUG	1,300,609.13	(3,898.09)	0730-0829	3.50%
SEPT	1,235,342.63	(3,372.57)	0830-0925	3.50%
		(128.71)	0926-0926	3.75%
OCT	1,186,194.59	(4,206.15)	0927-1029	3.75%
NOV	1,165,929.24	(3,696.21)	1030-1128	3.75%
DEC	1,157,746.82	(2,433.18)	1129-1218	3.75%
		(1,157.75)	1219-1227	4.00%
		(35,782.93)	2018 TOTAL	
2019	MONTH END MARGIN BAL	MARGIN INTEREST	DATE RANGE	RATE
JAN	1,153,046.86	(2,562.53)	1228-0116	4.00%
		(1,586.29)	0117-0129	3.80%
FEB	908,190.82	(3,096.13)	0130-0226	3.80%
MAR	859,629.33	(2,618.67)	0227-0327	3.80%
APR	893,645.73	(2,969.17)	0328-0428	3.80%
MAY	910,555.26	(2,950.47)	0429-0529	3.80%
JUN	789,335.94	(2,365.49)	0530-0626	3.80%
JUL	766,307.75	(2,733.04)	0627-0729	3.80%
AUG	517,576.97	(80.89)	0730-0730	3.80%
		(1,669.25)	0731-0828	3.55%
SEPT 16		(883.32)	0829-0926	3.55%
		(23,515.25)	2019 TOTAL TO DATE	
		(59,298.18)	TOTAL PAID - LIFE OF LOAN	

Bruce Elfant
Tax Assessor - Collector
P.O. BOX 149328
Austin, TX 78714-9328
(512) 854-9473 SE HABLA ESPAÑOL



Travis County Tax Office
5501 Airport Blvd.
Austin, TX 78751-1410
Pay online at www.traviscountytax.org

10/17/2017

TRAVIS COUNTY TAX BILL

Taxes for the current year (2017) are due upon receipt. Payments by mail are credited according to U.S. Postmark (not meters). Taxes not paid in full by January 31 are charged penalty and interest by state law and may be subject to legal fees. Penalty and interest is added on the 1st day of each month as follows, with an additional 12% interest charged per year thereafter:

February	7%	May	13%	August	19%	November	22%
March	9%	June	15%	September	20%	December	23%
April	11%	July	18%	October	21%	January	24%

IF YOU ARE 65 YEARS OF AGE OR OLDER OR ARE DISABLED, AND YOU OCCUPY THE PROPERTY DESCRIBED IN THIS DOCUMENT AS YOUR RESIDENCE HOMESTEAD, YOU SHOULD CONTACT THE APPRAISAL DISTRICT REGARDING ANY ENTITLEMENT YOU MAY HAVE TO A POSTPONEMENT IN THE PAYMENT OF THESE TAXES.



Electronic Payment Options

- Pay taxes and print bills at www.traviscountytax.org.
- Payments made via credit card or electronic check are subject to an additional fee.
- Visit www.traviscountytax.org for details.



2017 PROPERTY TAX NOTICE THE ASSESSED VALUE IS:

1,348,968

EXEMPTIONS: **HOMESTEAD/SENIOR EXEMPTION**



1 TAXES DUE TAXING UNIT	2 EXEMPTION AMOUNTS	3 NET TAXABLE VALUE	4 TAX RATE PER \$100	5 TAX AMOUNT	6 BILLING NO
AUSTIN ISD	60,000	1,288,968	1.192000	12,872.99	776904
CITY OF AUSTIN (TRAV)	193,417	1,155,551	.444800	5,139.89	
TRAVIS COUNTY	349,794	999,174	.369000	3,686.95	
TRAVIS CENTRAL HEALTH	349,794	999,174	.107385	1,072.96	
ACC (TRAVIS)	153,490	1,185,478	.100800	1,194.96	
DOWNTOWN PUB IMP DIST		0	.100000	.00	
Assessments for public improvement districts are not taxes but are collected by the Travis County Tax Office under an agreement with the municipality.					PROPERTY REAL PERS X

8 PROPERTY DESCRIPTION
555 E 5 ST
UNT 3001 FIVE FIFTY FIVE CONDOMINIUMS AM
ENDED PLUS .3424 % INT IN COM AREA

ACRES: .0060



MCGUIRE WILLIAM D
555 E 5TH ST APT 3001
AUSTIN TX 78701-4152

QTR 1 829

Paid 12/28/2017
#3927

9 REF ID 2	02-0404-2094-0000
10 DUE DATE	1/31/2018
11 TOTAL DUE	23,967.75

DETACH AND RETURN BOTTOM COUPON WITH YOUR PAYMENT

Travis County Tax Office (www.TravisCountyTax.org)
Bruce Elfant
Tax Assessor-Collector
5501 Airport Boulevard
Austin TX 78751

Electronic Check - Payment Receipt

Payment To: Travis County Tax Office
(www.TravisCountyTax.org)
Payment For: Property Taxes
Account Number: 02040420940000
Name: William D. McGuire
Mailing Address: 393 North Point Road Apt
1002
OSPREY FL 34229
Payment Date: 01/30/2019
Payment Time: 07:28:48 AM, CST
Reference Number: 9100669779
Payment Method: FROST BANK - xxxxx0965
Check Number: 4667
Transaction ID: 19179058
Payment Amount: \$6,064.99
Service Fee: \$1.00
Total Amount: \$6,065.99

Please Note:

The payment amount above will appear on your bank statement,
notated by the words: **GOVERNMENT PAYMENTS**

A copy of this receipt has been sent to the following email address:
billmcg@together.net

If you do not receive this email receipt, please check your Spam or Junk folders. In addition, you may search your Inbox for the words: "Government Payments".

[Payment Successful. Click Here to make another Payment.](#)

Travis County Tax Office (www.TravisCountyTax.org)
Bruce Elfant
Tax Assessor-Collector
5501 Airport Boulevard
Austin TX 78751

Electronic Check - Payment Receipt

Payment To: Travis County Tax Office
(www.TravisCountyTax.org)
Payment For: Property Taxes
Account Number: 02040420940000
Name: William D. Mcguire
Mailing Address: 393 North Point Road
OSPREY FL 34229
Payment Date: 03/30/2019
Payment Time: 08:12:29 AM, CDT
Reference Number: 9100695965
Payment Method: FROST BANK - xxxxx0965
Check Number: 4691
Transaction ID: 19215428
Payment Amount: \$6,064.98
Service Fee: \$1.00
Total Amount: \$6,065.98

Please Note:

The payment amount above will appear on your bank statement,
notated by the words: **GOVERNMENT PAYMENTS**

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billmcg@together.net

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[Payment Successful. Click Here to make another Payment.](#)

Thank you for your payment!
Your transaction will appear as Government Payments

Travis County Tax Office (www.TravisCountyTax.org)
Bruce Elfant
Tax Assessor-Collector
5501 Airport Boulevard
Austin TX 78751

Electronic Check - Payment Receipt

Payment To: Travis County Tax Office
(www.TravisCountyTax.org)
Payment For: Property Taxes
Account Number: 02040420940000
Name: William D. Mcguire
Mailing Address: 393 North Point Road Apt
1002
OSPREY FL 34229
Payment Date: 05/28/2019
Payment Time: 09:41:21 AM, CDT
Reference Number: 9100701941
Payment Method: FROST BANK - xxxxx0965
Check Number: 4710
Transaction ID: 19232478
Payment Amount: \$6,064.98
Service Fee: \$1.00
Total Amount: \$6,065.98

Please Note:

The payment amount above will appear on your bank statement,
notated by the words: **GOVERNMENT PAYMENTS**

A copy of this receipt has been sent to the following email address:
billmcg@together.net

*If you do not receive this email receipt, please check your Spam or Junk folders. In
addition, you may search your Inbox for the words: "Government Payments".*

[Payment Successful. Click Here to make another Payment.](#)

Travis County Tax Office (www.TravisCountyTax.org)
Bruce Elfant
Tax Assessor-Collector
5501 Airport Boulevard
Austin TX 78751

Electronic Check - Payment Receipt

Payment To: Travis County Tax Office
(www.TravisCountyTax.org)
Payment For: Property Taxes
Account Number: 02040420940000
Name: William D. McGuire
Billing Address: 393 North Point Road Apt
1001
OSPREY FL 34229
Payment Date: 07/25/2019
Payment Time: 11:30:40 AM, CDT
Reference Number: 9100707052
Payment Method: FROST BANK - xxxxx0965
Check Number: 5141
Transaction ID: 19249097
Payment Amount: \$6,064.99
Service Fee: \$1.00
Total Amount: \$6,065.99

Please Note:

The payment amount above will appear on your bank statement, notated by the words: **GOVERNMENT PAYMENTS**

A copy of this receipt has been sent to the following email address: **billmcg@together.net**

If you do not receive this email receipt, please check your Spam or Junk folders. In addition, you may search your Inbox for the words: "Government Payments".

[Payment Successful. Click Here to make another Payment.](#)

Thank you for your payment!

Your transaction will appear as Government Payments

If you have any questions regarding this transaction, you may call Government Payments - EZNETPAY at (956)682-3466 during our business hours of 8:00 am to 5:00 pm Central Standard Time, Monday through Friday, or you may call Travis County Tax Office (www.TravisCountyTax.org) at (512)854-9473.

eCheck
#1234567890

RE: Insurance Costs - 555 E. 5th Street

From: "Key, Tracey" <tracey.key@marsh.com>
To: Bill McGuire
Subject: RE: Insurance Costs - 555 E. 5th Street
Date: Jul 28, 2020 1:28 PM
Attachments: [image001.png](#)

Hi Bill,

I called and spoke with PURE today and was able to get the amount of insurance you paid from 01/16/18 to 09/16/2019 for the condo policy. Just for the condo policy you paid \$5,038.24 for that time frame.

Unfortunately, on the umbrella policy the rate is not based by location so there is not flat rate that the location was costing you and we were unable to determine what the premium on the umbrella policy was associated to that location.

Please let me know if you need anything else.

Thank you,

Tracey Key, CISR

Associate Account Executive
Marsh Wortham, a division of Marsh USA Inc.
131 Interpark Blvd, San Antonio, TX 78216
Direct Line: (210) 489-7518 | Fax: (210) 920-2008
tracey.key@marsh.com



Roof Coverage: More and more carriers are underwriting differently for roof coverage and losses. Roof age and type may determine when the replacement cost valuation claim settlement will end. If you have a metal roof, or your roof is 15 years of age and older, please give us a call. Let's make sure that you understand the roof coverage language in your policy. In addition, some carriers apply premium credits for new roofs – please provide the documentation so that your policy is updated.

NOTE: Carriers utilize various rating factors and reports when determining premium. Example: Loss History, Motor Vehicle Record and Credit (soft hit) By providing your Social Security and Driver's License numbers, you are giving permission to Marsh Wortham to utilize this information to obtain these reports as part of the quoting process.

From: Bill McGuire <billmcg@together.net>
Sent: Monday, July 27, 2020 2:47 PM
To: Key, Tracey <tracey.key@marsh.com>
Subject: Insurance Costs - 555 E. 5th Street

Hello Tracey —

I am suing for breach of contract the buyer who defaulted on purchase of my condo at 555 E. 5th Street.
Can you help me calculate my insurance costs on that property for the 20 month period from January 16, 2018 to September 16, 2019? Need to prorate homeowner's premiums over that time period.
Probably some portion of liability umbrella as well.
Like to have info by Wednesday 8/29 if possible.
Thank you VERY MUCH!
Kindly advise that you have received this request,
— Bill

RE: Insurance Costs - 555 E. 5th Street

From: "Key, Tracey" <tracey.key@marsh.com>
To: Bill McGuire
Subject: RE: Insurance Costs - 555 E. 5th Street
Date: Jul 29, 2020 8:48 AM
Attachments: [image001.png](#)

Hi Bill,

Per PURE, the amount you paid toward your umbrella policy during that time period was \$2,833.36. I wish I was able to get you a breakdown per location but PURE was unable to determine that since they don't rate the policy per location.

Please let me know if you need anything else.

Thank you,

Tracey Key, CISR

Associate Account Executive
Marsh Wortham, a division of Marsh USA Inc.
131 Interpark Blvd, San Antonio, TX 78216
Direct Line: (210) 489-7518 | Fax: (210) 920-2008
tracey.key@marsh.com



***Roof Coverage:** More and more carriers are underwriting differently for roof coverage and losses. Roof age and type may determine when the replacement cost valuation claim settlement will end. If you have a metal roof, or your roof is 15 years of age and older, please give us a call. Let's make sure that you understand the roof coverage language in your policy. In addition, some carriers apply premium credits for new roofs – please provide the documentation so that your policy is updated.*

NOTE: Carriers utilize various rating factors and reports when determining premium. Example: Loss History, Motor Vehicle Record and Credit (soft hit) By providing your Social Security and Driver's License numbers, you are giving permission to Marsh Wortham to utilize this information to obtain these reports as part of the quoting process.

From: Bill McGuire <billmcg@together.net>
Sent: Tuesday, July 28, 2020 12:46 PM
To: Key, Tracey <tracey.key@marsh.com>
Subject: Re: Insurance Costs - 555 E. 5th Street

Thank you VERY much, Tracey!

Would you please get from Pure the total cost of my umbrella policy for that same period — and I will "guesstimate a portion to "assign" to the Austin property. Much appreciated!

Sent from my iPhone

On Jul 28, 2020, at 1:28 PM, Key, Tracey <tracey.key@marsh.com> wrote:

Hi Bill,

WILLIAM D. McGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4572

30.9/1140

August 1, 2018 Date

CHECK AMOUNT

Pay to the
Order ofFive Fifty Five Cents

\$ 1484.37

One Thousand four hundred eighty four Dollars

37/100

**Frost**

www.frostbank.com

Signature Checking

For

W D McGuire

⑆ 1 1 4 0 0 0 0 9 3 ⑆ 4 5 7 2 ⑆ 0 1 6 0 7 0 9 6 5 ⑆

20180807 38083693 70016

For Deposit Only**Somerset Association Mgmt. 1041000280**

WILLIAM D. McGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4585

30-9/1140

August 25, 2018

Date

CHECK ARMOR

Pay to the
Order of

Five Fifty Five Cents

\$ 1484.37

One Thousand four hundred eighty four Dollars

37/100



Frost

www.frostbank.com

Signature Checking

For

W. D. McGuire

⑆ 11400009314585⑆ 016070965⑆

Hazard Check

BUS SHEPHERD

20180831 37000246 70040 Lbx: 660184

For Deposit Only

Somerset Association Mgmt. 1041000280

WILLIAM D. McGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4608

30-9/1140

October 2, 2018
Date

CHECK NUMBER

Pay to the
Order of

Five Fifty Five Condos \$ 1,484.37

One-Thousand four-hundred eighty four Dollars & 37/100



Frost

www.frostbank.com

Signature Checking

For

W. D. McGuire

MP

⑆ 114000093⑆ 4608 ⑆ 016070965 ⑆

Frost Bank

MICR LINE

20181009 37001497 70024 Lbx: 660184

For Deposit Only

Somerset Association Mgmt. 1041000280

WILLIAM D. McGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4621

30-8/140

November 1, 2018

Date

CHECK NUMBER

Pay to the
Order of

Five Fifty Five Condor \$1,484.37

One-Thousand four-hundred eighty-four Dollars



100
100



Frost

www.frostbank.com

Signature Checking

For

W. D. McGuire

⑆ 1 14000093⑆ 4621 ⑆ 016070965 ⑆

Frost Bank

Frost Bank

20181105 37002438 70044 Lbx: 660184

For Deposit Only

Somerset Association Mgmt. 1041000280

105 37002438 70044 Lbx: 660184

WILLIAM D. McGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4634

30-9/1140

November 28, 2018

1267

CHECK NUMBER

Pay to the
Order of

Five Fifty Five Condor

\$ 1535.37

One-thousand five-hundred thirty-five Dollars



1500



Frost

www.frostbank.com

Signature Checking

For

W. D. McGuire

⑆ 114000093⑆ 4634 ⑆ 016070965 ⑆

BLUE CHECK BOOK

20181207 37003549 70014 Lbx: 660184

For Deposit Only
Somerset Association Mgmt. 1041000280

WILLIAM D. McGUIRE
393 N POINT RD # 1002
OSPREY, FL 34229

4656

30-8/140

January 1, 2019

Date

CHECK 4656

Pay to the
Order of

Five Fifty Five Cents

\$ 1587.08

One Thousand Five Hundred Eighty Seven

Dollars

1587.08



Frost

www.frostbank.com

Signature Checking

For

W. D. McGuire

⑆⑆⑆4000093⑆4656⑆0⑆6070965⑆

20190107 37004628 70076 Lbx: 660184

For Deposit Only

Somerset Association Mgmt. 1041000280

WILLIAM D. McGUIRE
393 N POINT RD # 1002
OSPREY, FL 34229

4670

38-9/1148

January 30, 2019
CHECK # 4670Pay to the
Order of

Five Fifty Five Condos

\$ 1,587.08

One thousand five hundred eighty seven and 08/100



Frost

www.frostbank.com

Signature Checking

For

W. McGuire

⑆ 114000093⑆ 4670 ⑆ 016070965⑆

Federal Reserve

RLE 000000

20190204 37005632 70062 Lbx: 660184

For Deposit Only

Somerset Association Mgmt. 1041000280

EXPERIENCE COMMUNITY YOUR WAY WITH SECURE AND FLEXIBLE OPTIONS TO PAY ONLINE!

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Why wait? Join more than 5 million homeowners powered by TownSq today. Login or register now on iOS, Web or Android.

Questions? Please contact support@townsq.io.



Register Now!



www.townsq.io



Five Fifty Five Condominiums
c/o Somerset Association Management
1225 Alma Rd. Suite 100
Richardson TX 75081
512-473-0476

Unit Address
555 East 5th Street #3001

Account ID
1090844

As Of Date
02/14/2019

Due Date
03/01/2019

Amount Due
1587.08



Description	Charges	Payment	Balance	Reference
12/31/2018 Opening Balance	0.00		0.00	Prior Activity
01/01/2019 Recurring Charges: 01/01/2019	1587.08		1587.08	Monthly Charges
01/07/2019 Lock Box: 01/07/2019		-1587.08	0.00	4656
02/01/2019 Recurring Charges: 02/01/2019	1587.08		1587.08	Monthly Charges
02/04/2019 Lock Box: 02/04/2019		-1587.08	0.00	4670
03/01/2019 Recurring Charges: 03/01/2019	1587.08		1587.08	Monthly Charges

Paid 2/24/2019
#4677

IMPORTANT MESSAGES

Owners can now view their account and pay on-line at: <http://www.somersetassociations.com>
Visa, Mastercard, American Express, Discover and E-checks accepted. Convenience fees apply.
To re-use the envelope, insert the payment coupon along with a check. Ensure the Remit Address shows through the window of the envelope. Moisten the flap and fold to seal. Remember to add your postage to the front of the envelope before mailing it!

Payments are due on the first and any payment received after the due date may be subject to penalties. If your account has a past due balance you may also be subject to additional charges. Please make your check payable to your association and write your account number on the memo line of your check. Your payment will appear on your next statement as lockbox payment. Please note your last payment and this statement may have crossed in the mail. To find your current balance please visit www.associaonline.com. When paying through your banks online bill-pay please allow 3-5 business days for the payment to post. The lockbox address noted herein is for billing purposes only and no other communications are to be sent to the lockbox address.

TO ENSURE PROPER CREDIT PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

OPT1401EAS

Make Check Payable To: Five Fifty Five Condominiums

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*Paid 4/1/2019
4084*

Five Fifty Five Condominiums
c/o Somerset Association Management
1225 Alma Rd. Suite 100
Richardson TX 75081
512-473-0476

Unit Address
555 East 5th Street #3001

Account ID
1090844

As Of Date
03/13/2019

Due Date
04/01/2019

Amount Due
1987.08



Description	Charges	Payment	Balance	Reference
01/31/2019 Opening Balance	0.00		0.00	Prior Activity
02/01/2019 Recurring Charges: 02/01/2019	1587.08		1587.08	Monthly Charges
02/04/2019 Lock Box: 02/04/2019		-1587.08	0.00	4670
02/26/2019 2/1/19	374.00		374.00	22 LED bulbs
02/26/2019 2/1/19	4.00		378.00	1 60T bulb
02/26/2019 2/1/19	7.00		385.00	1 60W bulb
02/26/2019 2/1/19	7.00		392.00	1 18" bulb
02/26/2019 2/1/19	8.00		400.00	1 12" bulb
02/28/2019 Lock Box: 02/28/2019		-1587.08	-1187.08	4677
03/01/2019 Recurring Charges: 03/01/2019	1587.08		400.00	Monthly Charges
04/01/2019 Recurring Charges: 04/01/2019	1587.08		1987.08	Monthly Charges

IMPORTANT MESSAGES

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OPT1401EAS

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c/o Somerset Association Management
1225 Alma Rd. Suite 100
Richardson TX 75081
512-473-0476

Unit Address
555 East 5th Street #3001

Account ID
1090844

As Of Date
04/11/2019

Due Date
05/01/2019

Amount Due
1587.08

Description	Charges	Payment	Balance	Reference
02/28/2019 Opening Balance		-1187.08	-1187.08	Prior Activity
03/01/2019 Recurring Charges: 03/01/2019	1587.08		400.00	Monthly Charges
04/01/2019 Recurring Charges: 04/01/2019	1587.08		1987.08	Monthly Charges
04/02/2019 Lock Box: 04/02/2019		-1987.08	0.00	4684
05/01/2019 Recurring Charges: 05/01/2019	1587.08		1587.08	Monthly Charges

*Paid 4/26/2019
#4697*

IMPORTANT MESSAGES

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*Paid 5/28/2019 from
Bill checking #4711*



Five Fifty Five Condominiums
c/o Somerset Association Management
1225 Alma Rd. Suite 100
Richardson TX 75081
512-473-0476

Unit Address
555 East 5th Street #3001

Account ID
1090844

As Of Date
05/13/2019

Due Date
06/01/2019

Amount Due
1587.08

Description	Charges	Payment	Balance	Reference
03/31/2019 Opening Balance	400.00		400.00	Prior Activity
04/01/2019 Recurring Charges: 04/01/2019	1587.08		1987.08	Monthly Charges
04/02/2019 Lock Box: 04/02/2019		-1987.08	0.00	4684
04/30/2019 Lock Box: 04/30/2019		-1587.08	-1587.08	4697
05/01/2019 Recurring Charges: 05/01/2019	1587.08		0.00	Monthly Charges
06/01/2019 Recurring Charges: 06/01/2019	1587.08		1587.08	Monthly Charges

IMPORTANT MESSAGES

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Web



Android

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Five Fifty Five Condominiums
c/o Somerset Association Management
1225 Alma Rd. Suite 100
Richardson TX 75081
512-473-0476

Unit Address
555 East 5th Street #3001

Account ID
1090844

As Of Date
06/13/2019

Due Date
07/01/2019

Amount Due
1587.08

Description	Charges	Payment	Balance	Reference
04/30/2019 Opening Balance		-1587.08	-1587.08	Prior Activity
05/01/2019 Recurring Charges: 05/01/2019	1587.08		0.00	Monthly Charges
06/01/2019 Recurring Charges: 06/01/2019	1587.08		1587.08	Monthly Charges
06/03/2019 Lock Box: 06/03/2019		-1587.08	0.00	4711
07/01/2019 Recurring Charges: 07/01/2019	1587.08		1587.08	Monthly Charges

*Paid 7/1/2019
#5128*

IMPORTANT MESSAGES

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Visa, Mastercard, American Express, Discover and E-checks accepted. Convenience fees apply.
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Make Check Payable To: **Five Fifty Five Condominiums**

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iOS



Web



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Five Fifty Five Condominiums
c/o Somerset Association Management
1225 Alma Rd. Suite 100
Richardson TX 75081
512-473-0476

Unit Address
555 East 5th Street #3001

Account ID
1090844

As Of Date
07/15/2019

Due Date
08/01/2019

Amount Due
1587.08

Description	Charges	Payment	Balance	Reference
05/31/2019 Opening Balance	0.00		0.00	Prior Activity
06/01/2019 Recurring Charges: 06/01/2019	1587.08		1587.08	Monthly Charges
06/03/2019 Lock Box: 06/03/2019		-1587.08	0.00	4711
07/01/2019 Recurring Charges: 07/01/2019	1587.08		1587.08	Monthly Charges
07/05/2019 Lock Box: 07/05/2019		-1587.08	0.00	5128
08/01/2019 Recurring Charges: 08/01/2019	1587.08		1587.08	Monthly Charges

*Paid 8/5/2019
* 5152*

IMPORTANT MESSAGES

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OPT1401EAS

Make Check Payable To: Five Fifty Five Condominiums

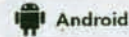
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c/o Somerset Association Management
1225 Alma Rd, Suite 100
Richardson TX 75081
512-473-0476

Unit Address
555 East 5th Street #3001

Account ID
1090844

As Of Date
08/13/2019

Due Date
09/01/2019

Amount Due
1587.08



Description	Charges	Payment	Balance	Reference
06/30/2019 Opening Balance	0.00		0.00	Prior Activity
07/01/2019 Recurring Charges: 07/01/2019	1587.08		1587.08	Monthly Charges
07/05/2019 Lock Box: 07/05/2019		-1587.08	0.00	5128
08/01/2019 Recurring Charges: 08/01/2019	1587.08		1587.08	Monthly Charges
08/08/2019 Lock Box: 08/08/2019		-1587.08	0.00	5152
09/01/2019 Recurring Charges: 09/01/2019	1587.08		1587.08	Monthly Charges

Paid 8/29/2019
#5161

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TO ENSURE PROPER CREDIT PLEASE DETACH AND RETURN WITH YOUR REMITTANCE

OPT1401EAS

Make Check Payable To: Five Fifty Five Condominiums

P-000043



Utility News

Bill Cycle 15

Read Dates

Next meter read date will be on or about 3/20/2019.

Rates update: You can find more information and download the City of Austin Utilities 2018-2019 Rates and Fees Schedule at coautilities.com.

If you pay your utility bill online, you'll notice some improvements! We've updated the look of our payment portal, streamlined the login process, and offer more "quick pay" options. Learn more at coautilities.com.

Receiving benefits from a government assistance program? You may qualify for utility bill payment assistance. Call 512-494-9400.

The City of Austin is now in Conservation Stage water restrictions. This means more flexibility in watering schedules and car washing at home. To find your watering day and get all the facts on Conservation Stage, visit WaterWiseAustin.org.

Outstanding utility bill balance? Set up monthly payment arrangements to keep your account in good standing. Call 512-494-9400 and a Customer Service Representative will assist you.

Contact Information

View or Pay online: www.coautilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: 555 E 5TH ST Unit 3001

Account Number: 55576 05502

Invoice Number: 555864736245

Bill Print Date

Feb 21, 2019

Due Date

Mar 11, 2019

Previous Activity/Charges

Total Amount Due at Last Bill \$289.65

Payment received - Thank you -\$289.65

Previous Balance \$0.00

Current Activity/Charges

Electric Service \$95.57

Clean Community Service \$8.95

Street Service + \$9.92

Current Utility Balance \$114.44

If Payment is received after due date, a late fee will be assessed.

Total Amount Due \$114.44

*Paid ONLINE
3/11/2019 from
Bill checking*

Continued On Next Page

THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.



Detach and include stub with your payment

Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:

www.coautilities.com

Total Amount Due: \$114.44

Date Due: 03/11/19

Penalty After Date Due: \$4.78

Total Due After 03/11/2019: \$119.22

CAP Contribution: \$

Parks & Libraries Fund: \$

Public School Energy Asst.: \$

Enter
contributions
and include
in Total Paid

Total Paid: \$ 114.44

P.O. Box 2267 Austin, TX 78783-2267

7536 0100 CA RP 22 0222019 YNNNNNN 0017852 S1 T56

WILLIAM, MCGUIRE

UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827

CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267

0000055576055020 000000114444 990001012

P-000044



Utility News

Bill Cycle 15

Read Dates

Next meter read date will be on or about 4/19/2019.

Rates update: You can find more information and download the City of Austin Utilities 2018-2019 Rates and Fees Schedule at coautilities.com.

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Contact Information

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Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: 555 E 5TH ST Unit 3001

Account Number: 55576 05502

Invoice Number: 555282410127

Bill Print Date

Mar 22, 2019

Due Date

Apr 8, 2019

Previous Activity/Charges

Total Amount Due at Last Bill

\$114.44

Payment received - Thank you

-\$114.44

Previous Balance

\$0.00

Current Activity/Charges

Electric Service

\$65.68

Clean Community Service

\$8.95

Street Service

+ \$9.92

Current Utility Balance

\$84.55

If Payment is received after due date, a late fee will be assessed.

Total Amount Due

\$84.55

*Paid ONLINE
4/8/2019
from Bill checking*

Continued On Next Page



THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.

Detach and include stub with your payment



P.O. Box 2267 Austin, TX 78783-2267

Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:

www.coautilities.com

Total Amount Due:

\$84.55

Date Due:

04/08/19

Penalty After Date Due:

\$3.28

Total Due After 04/08/2019:

\$87.83

CAP Contribution:

\$

Parks & Libraries Fund:

\$

Public School Energy Asst.:

\$

Enter
contributions
and include
in Total Paid

Total Paid:

\$

84.55

WILLIAM, MCGUIRE

UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827



CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267



0000055576055020 000000084552 990001012



Utility News

Bill Cycle 15

Read Dates

Next meter read date will be on or about 5/20/2019.

Rates update: You can find more information and download the City of Austin Utilities 2018-2019 Rates and Fees Schedule at coautilities.com.

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The City of Austin is now in Conservation Stage water restrictions. This means more flexibility in watering schedules and car washing at home. To find your watering day and get all the facts on Conservation Stage, visit WaterWiseAustin.org.

Outstanding utility bill balance? Set up monthly payment arrangements to keep your account in good standing. Call 512-494-9400 and a Customer Service Representative will assist you.

Contact Information

View or Pay online: www.coautilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: 555 E 5TH ST Unit 3001

Account Number: 55576 05502

Invoice Number: 555819036773

Bill Print Date

Apr 23, 2019

Due Date

May 10, 2019

Previous Activity/Charges

Total Amount Due at Last Bill \$84.55

Payment received - Thank you -\$84.55

Previous Balance \$0.00

Current Activity/Charges

Electric Service \$31.98

Clean Community Service \$8.95

Street Service + \$9.92

Current Utility Balance \$50.85

If Payment is received after due date, a late fee will be assessed.

Total Amount Due \$50.85

*Paid ONLINE
5/8/2019 from
Pine checking*

Continued On Next Page



THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.



Detach and include stub with your payment

P.O. Box 2267 Austin, TX 78783-2267

7536 0100 CA RP 24 04242019 YNNYNNN 0017705 S3 T56

WILLIAM, MCGUIRE

UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827



Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:

www.coautilities.com

Total Amount Due: \$50.85

Date Due: 05/10/19

Penalty After Date Due: \$1.60

Total Due After 05/10/2019: \$52.45

CAP Contribution: \$

Parks & Libraries Fund: \$

Public School Energy Asst.: \$

Enter
contributions
and include
in Total Paid

Total Paid: \$ 50.85

CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267



0000055576055020 000000050858 990001012

P-000046



Utility News

Bill Cycle 15

Read Dates

Next meter read date will be on or about 6/19/2019.

Rates update: You can find more information and download the City of Austin Utilities 2018-2019 Rates and Fees Schedule at coautilities.com.

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Outstanding utility bill balance? Set up monthly payment arrangements to keep your account in good standing. Call 512-494-9400 and a Customer Service Representative will assist you.

Be street smart! Public Works crews are resurfacing nearly 500 streets this summer. Visit www.austintexas.gov/streetmaintenance and use the Interactive Street Maintenance Map to see if your street is on the list.

Contact Information

View or Pay online: www.coautilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: 555 E 5TH ST Unit 3001

Account Number: 55576 05502

Invoice Number: 555814286274

Bill Print Date

May 23, 2019

Due Date

Jun 10, 2019

Previous Activity/Charges

Total Amount Due at Last Bill \$50.85

Payment received - Thank you -\$50.85

Previous Balance \$0.00

Current Activity/Charges

Electric Service \$36.83

Clean Community Service \$8.95

Street Service + \$9.92

Current Utility Balance \$55.70

If Payment is received after due date, a late fee will be assessed.

Total Amount Due \$55.70

*Paid 6/10/2019
from Bill checking*

Continued On Next Page



THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.



Detach and include stub with your payment

P.O. Box 2267 Austin, TX 78783-2267

7536 0100 CA RP 24 05242019 YNNNNNN 0017533 S1 T55

WILLIAM, MCGUIRE
UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827



Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:

www.coautilities.com

Total Amount Due: \$55.70

Date Due: 06/10/19

Penalty After Date Due: \$1.84

Total Due After 06/10/2019: \$57.54

CAP Contribution: \$

Parks & Libraries Fund: \$

Public School Energy Asst.: \$

Enter
contributions
and include
in Total Paid

Total Paid: \$55.70

CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267



0000055576055020 000000055707 990001012

P-000047



Utility News

Bill Cycle 15

Read Dates

Next meter read date will be on or about 7/22/2019.

Rates update: You can find more information and download the City of Austin Utilities 2018-2019 Rates and Fees Schedule at coautilities.com.

Receiving benefits from a government assistance program? You may qualify for utility bill payment assistance. Call 512-494-9400.

The City of Austin is now in Conservation Stage water restrictions. This means more flexibility in watering schedules and car washing at home. To find your watering day and get all the facts on Conservation Stage, visit WaterWiseAustin.org.

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Contact Information

View or Pay online: www.coautilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: 555 E 5TH ST Unit 3001

Account Number: 55576 05502

Invoice Number: 555361911155

Bill Print Date

Jun 21, 2019

Due Date

Jul 8, 2019

Previous Activity/Charges

Total Amount Due at Last Bill \$55.70

Payment received - Thank you -\$55.70

Previous Balance \$0.00

Current Activity/Charges

Electric Service \$40.23

Clean Community Service \$8.95

Street Service + \$9.92

Current Utility Balance \$59.10

If Payment is received after due date, a late fee will be assessed.

Total Amount Due \$59.10



*Paid ONLINE
from Bill checking
7/28/2019*

Continued On Next Page



THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.



Detach and include stub with your payment

P.O. Box 2267 Austin, TX 78783-2267

Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:
www.coautilities.com

Total Amount Due: \$59.10
Date Due: 07/08/19

Penalty After Date Due: \$2.01

Total Due After 07/08/2019: \$61.11

CAP Contribution: \$

Parks & Libraries Fund: \$

Public School Energy Asst.: \$

Enter contributions and include in Total Paid → **Total Paid: \$59.10**

CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267



WILLIAM, MCGUIRE

UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827



0000055576055020 000000059105 990001012

P-000048



Utility News

Bill Cycle 15

Read Dates

Next meter read date will be on or about 8/20/2019.

Enjoy summer savings. Tools and tips help you manage utility bills. Use Austin Energy's web app and Austin Water's Dropcountr app. Set the thermostat to 78 degrees. Water lawns on your assigned day. More at austinenergy.com/go/summer.

Receiving benefits from a government assistance program? You may qualify for utility bill payment assistance. Call 512-494-9400.

Outstanding utility bill balance? Set up monthly payment arrangements to keep your account in good standing. Call 512-494-9400 and a Customer Service Representative will assist you.

The City of Austin is now in Conservation Stage water restrictions. This means more flexibility in watering schedules and car washing at home. To find your watering day and get all the facts on Conservation Stage, visit WaterWiseAustin.org.

Be street smart! Public Works crews are resurfacing nearly 500 streets this summer. Visit www.austintexas.gov/streetmaintenance and use the Interactive Street Maintenance Map to see if your street is on the list.

Contact Information

View or Pay online: www.coautilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: 555 E 5TH ST Unit 3001

Account Number: 55576 05502

Invoice Number: 555827271423

Bill Print Date

Jul 24, 2019

Due Date

Aug 12, 2019

Previous Activity/Charges

Total Amount Due at Last Bill \$59.10

Payment received - Thank you -\$59.10

Previous Balance \$0.00

Current Activity/Charges

Electric Service \$85.00

Clean Community Service \$8.95

Street Service + \$9.92

Current Utility Balance \$103.87

If Payment is received after due date, a late fee will be assessed.

Total Amount Due \$103.87

*Paid ONLINE from
Bill checking
8/12/2019*

Continued On Next Page



THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.



Detach and include stub with your payment

P.O. Box 2267 Austin, TX 78783-2267

Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:

www.coautilities.com

Total Amount Due: \$103.87

Date Due: 08/12/19

Penalty After Date Due: \$4.25

Total Due After 08/12/2019: \$108.12

CAP Contribution: \$

Parks & Libraries Fund: \$

Public School Energy Asst.: \$

Enter contributions and include in Total Paid → **Total Paid: \$ 103.87**

WILLIAM, MCGUIRE

UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827

CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267

0000055576055020 000000103879 990001012

P-000049

**Utility News****Bill Cycle 15****Read Dates**

Next meter read date will be on or about 9/19/2019.

Enjoy summer savings. Tools and tips help you manage utility bills. Use Austin Energy's web app and Austin Water's Dropcountr app. Set the thermostat to 78 degrees. Water lawns on your assigned day. More at austinenenergy.com/go/summer.

Receiving benefits from a government assistance program? You may qualify for utility bill payment assistance. Call 512-494-9400.

Outstanding utility bill balance? Set up monthly payment arrangements to keep your account in good standing. Call 512-494-9400 and a Customer Service Representative will assist you.

The City of Austin is now in Conservation Stage water restrictions. This means more flexibility in watering schedules and car washing at home. To find your watering day and get all the facts on Conservation Stage, visit WaterWiseAustin.org.

Be street smart! Public Works crews are resurfacing nearly 500 streets this summer. Visit www.austintexas.gov/streetmaintenance and use the Interactive Street Maintenance Map to see if your street is on the list.

Contact InformationView or Pay online: www.coautilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: 555 E 5TH ST Unit 3001

Account Number: 55576 05502

Invoice Number: 555988038729

Bill Print Date

Aug 22, 2019

Due Date

Sep 9, 2019

Previous Activity/Charges

Total Amount Due at Last Bill \$103.87

Payment received - Thank you -\$103.87

Previous Balance \$0.00

Current Activity/Charges

Electric Service \$64.28

Clean Community Service \$8.95

Street Service + \$9.92

Current Utility Balance \$83.15

If Payment is received after due date, a late fee will be assessed.

Total Amount Due**\$83.15**

*Paid 9/9/2019
from Bill checking
ONLINE*

Continued On Next Page

THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.

Detach and include stub with your payment.



P.O. Box 2267 Austin, TX 78783-2267

Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:

www.coautilities.com**Total Amount Due:****\$83.15****Date Due:****09/09/19**

Penalty After Date Due: \$3.21

Total Due After 09/09/2019: \$86.36

CAP Contribution: \$

Parks & Libraries Fund: \$

Public School Energy Asst.: \$

Enter
contributions
and include
in Total Paid**Total Paid:****\$ 83.15**

WILLIAM, MCGUIRE

UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827



CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267



0000055576055020 000000083157 990001012

**Utility News****Bill Cycle OP**

Your services at this address have been closed. This is your final bill.

Enjoy summer savings. Tools and tips help you manage utility bills. Use Austin Energy's web app and Austin Water's Dropcountr app. Set the thermostat to 78 degrees. Water lawns on your assigned day. More at austinenenergy.com/go/summer.

Receiving benefits from a government assistance program? You may qualify for utility bill payment assistance. Call 512-494-9400.

Outstanding utility bill balance? Set up monthly payment arrangements to keep your account in good standing. Call 512-494-9400 and a Customer Service Representative will assist you.

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Be street smart! Public Works crews are resurfacing nearly 500 streets this summer. Visit www.austintexas.gov/streetmaintenance and use the Interactive Street Maintenance Map to see if your street is on the list.

Contact Information

View or Pay online: www.coautilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: 555 E 5TH ST Unit 3001, ZIP: 78701

Account Number: 55576 05502

Invoice Number: 555222954357

Bill Print Date

Sep 17, 2019

Due Date

Oct 4, 2019

Previous Activity/Charges

Total Amount Due at Last Bill \$83.15

Payment received - Thank you -\$83.15

Previous Balance \$0.00

Current Activity/Charges

Electric Service \$56.72

Clean Community Service \$8.95

Street Service + \$9.92

Current Balance \$75.59

If Payment is received after due date, a late fee will be assessed.

Total Amount Due **FINAL** **\$75.59**

Continued On Next Page



THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.



Detach and include stub with your payment

P.O. Box 2267 Austin, TX 78783-2267

Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:

www.coautilities.com

Total Amount Due: **\$75.59**

Date Due: **FINAL** **10/04/19**

CAP Contribution: \$

Parks & Libraries Fund: \$

Public School Energy Asst.: \$

Enter contributions and include in Total Paid → **Total Paid:** \$ **75.59**

7536 0100 CA RP 18 09182019 YYNNNNNN 0018641 S1 T58

WILLIAM, MCGUIRE

UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827



CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267



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Utility News

Thank You for your Payment.

Receiving benefits from a government assistance program? You may qualify for utility bill payment assistance. Call 512-494-9400.

Outstanding utility bill balance? Set up monthly payment arrangements to keep your account in good standing. Call 512-494-9400 and a Customer Service Representative will assist you.

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Be street smart! Public Works crews are resurfacing nearly 500 streets this summer. Visit www.austintexas.gov/streetmaintenance and use the Interactive Street Maintenance Map to see if your street is on the list.

Think you need AC system upgrades? Want a healthier, more comfortable home? Start with Austin Energy Home Performance Resources & Rebates! Average of \$1,800 in rebates + 1.99% interest loans available. Start: austinenergy.com/go/house.

Contact Information

View or Pay online: www.coutilities.com

Customer Service: 512-494-9400
or call toll free at 1-888-340-6465
TDD: 512-477-3663
Se Habla Español

To report an electrical **OUTAGE** call 512-322-9100 or visit outagemap.austinenergy.com. Please have your account number available.

Summary of Service

WILLIAM, MCGUIRE

Service Address: , ZIP:

Account Number: 55576 05502

Invoice Number: 555619501959

Bill Print Date

Oct 3, 2019

Due Date

Oct 21, 2019

Previous Activity/Charges

Total Amount Due at Last Bill

\$75.59

Payment received - Thank you

-\$75.59

Previous Balance

\$0.00

Current Balance

\$0.00

If Payment is received after due date, a late fee will be assessed.

Total Amount Due

\$0.00

You have a Credit Balance on your Utility Account.

No Payment is necessary this month.

Continued On Next Page



THE CITY IS COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT.



Detach and include stub with your payment

P.O. Box 2267 Austin, TX 78783-2267

Account: 55576 05502

Make Checks payable to City of Austin.

View or Pay online:

www.coutilities.com

Total Amount Due:

\$0.00

CAP Contribution: \$

Parks & Libraries Fund: \$

Public School Energy Asst.: \$

Enter
contributions
and include
in Total Paid

Total Paid:

\$

7536 0100 CA RP 04 10042019 YNNNNNNN 0021163 S1 T61

WILLIAM, MCGUIRE

UNIT 1002

393 N POINT RD

OSPREY FL 34229-6827



CITY OF AUSTIN

P.O. BOX 2267

AUSTIN TX 78783-2267



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P-000052

WILLIAM D. McGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4573

30-57140

August 1, 2018

Date

CHECK NUMBER

Pay to the
Order ofDepend Bill

\$ 287.59

Two hundred eighty-seven & 59/100th

Dollars

Please
refer to
Frost Bank
for more
info**Frost**

www.frostbank.com

Signature Checking

For

W. D. McGuire

⑆ 114000093⑆ 4573 ⑆ 016070965 ⑆

FBI WARNING

CREDIT TO THE ACCT OF THE
MAKED PAYEE-W/O PREJUDICE
WELLS FARGO BANK N.A.
Acct. #9553776700
Box Num: 935135
ELECTRONICALLY DEPOSITED 20180805
Date: 20180805

WILLIAM D. MCGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4584

30-5/1140

August 25, 2018
Date

CHECK 1888

Pay to the
Order of

Dependa Bill

\$ 352.59

Three hundred fifty-two and 59/100 Dollars



Frost

www.frostbank.com

Signature Checking

For

W. D. McGuire

⑆ 114000093⑆ 4584 ⑆ 016070965⑆

114000093

4584

016070965

WILLIAM D. MCGUIRE

Security Features exceed industry standards and include:

- Intaglio back - Motivating account and check number
- Microprint - Microprint around the back of the check
- Ghosted back - Mobile Deposit check mark to indicate check has been deposited via mobile device
- Full Security Strips - Full length security strips on both sides of the check
- Microprint - Microprint around the back of the check
- The words "MICROPRINT" across the back
- Microprint - Microprint around the back of the check

Do not cash if:

- Any of the features listed above are missing or appear altered
- Intaglio ink on back looks pink or has disappeared
- Strips are torn and colored strips appear on both front and back

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
* MICROSAT FOR FINANCIAL INSTITUTION USE *

ENDORSE HERE THE ACCT OF THE
CREDIT TO
BANKED PAYEE-W/O PREJUDICE
X PELLER, PARCO, BANK, S.A.

Acct # 9553776700
BOX # 955135
ELECTRONICALLY DEPOSITED 20180830
Date: 20180830


WILLIAM D. McGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4606
30-5/1140

October 2, 2018
Date

Pay to the Order of Dependa Bill Solution \$ 351.81

Three hundred fifty-one and 81/100 Dollars

 **Frost**
www.frostbank.com

Signature Checking

For W. D. McGuire

⑆1⑆4000093⑆4606⑆016070965⑆

ENDORSE HERE
CREDIT TO THE ACCT OF THE
NAMED PAYEE-W/O PREJUDICE
X WELLS FARGO BANK, N.A.

Acct. #953776700
BOX NUM. 935135
ELECTRONICALLY DEPOSITED 20181007
Date: 20181007

☐ CHECK HERE IF MOBILE DEPOSIT


DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
© 2018 FROST BANK NATIONAL INSTITUTION, INC.

Security Features exceed industry star cards and include:

- Laser-Matrix™ Matching account and check number on both sides of the card
- Microprint™ Mobile Deposit card works to indicate check has been deposited via mobile device
- The Security Leave pattern on back designed to deter fraud
- Microprint™ lines and lines on front and back
- The words "SECURITY" and "DEPOSIT" appear on front
- Microprint™ Deposit card works to indicate check has been deposited

Easy to use it:

- All of the features listed above are visible when the card is held
- If you see any of the features listed above are not visible
- Be sure to use the card in the right way on both front and back

WILLIAM D. McGUIRE 393 N POINT RD #1002 OSPREY, FL 34229		4620 30-9/1140 11 November 2018 CHECK NUMBER
Pay to the Order of <u>Dependa Bill</u>		\$ <u>238.05</u>
<u>Two-hundred thirty-eight and 00/100</u> Dollars		PHOTO SAFE DEPOSIT BOXES AT FROST
 Frost www.frostbank.com		Signature Checking
For _____		<u>W. D. McGuire</u>
⑆ 114000093⑆ 4620⑆ 016070965⑆		

114000093 016070965 WILLIAM D. McGUIRE	4620	<div style="border: 1px solid black; padding: 5px;"> <p>DO NOT WRITE IN THESE SPACES</p> <p><input type="checkbox"/> CHECK HERE IF MOBILE DEPOSIT</p> <p>DO NOT WRITE, SIGN OR SIGN BELOW THIS LINE</p> <p>➔ RESERVE FOR FINANCIAL INSTITUTION USE</p> </div>
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<p>Security Features exceed industry standards and include:</p> <ul style="list-style-type: none"> • ImageMatch™: Matching document and check number on back of check • MobileDeposit™: Mobile Deposit check mark to indicate check has been deposited via mobile device • The Security Features Tip Sheet on back designed to deter fraud • Microprint 40x1 lines printed on front and back • The words "ORIGINAL DOCUMENT" across the top • Photo Safe Deposit Box visible on front and back <p>Do not detach.</p> <ul style="list-style-type: none"> • Any of the features listed above are missing or appear altered • Fugitive ink on back that is peeling and disappearing • Green lines and colored lines appear on both front and back 	<p>ENCLOSURE THE ACCT OF THE NAMED PAYEE-W/O PREJUDICE</p> <p>X WELLS FARGO BANK N.A.</p> <p>Acct. #9553776700 Box Num. 93518 ELECTRONICALLY DEPOSITED 20181104 Date: 20181104</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

20 97140

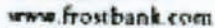
November 28, 2018

HECK ADVICE

\$ 75.38

Dollars

Pharmacia
Europe
Pharmaceuticals
Pharmaceuticals



Signature Checking

W. M. Jones
965118

1: 1 140000931:4635"0 16070965"

Harvard Center


FIELD METHODS

CREDIT TO THE ACCT OF THE
 NAMED PAYER-W/O PREJUDICE
 WELLS FARGO BANK N.A.
 Acct. #9353776700
 BOX #001 935135
 ELECTRONICALLY DEPOSITED 20181202
 Date: 20181202

WILLIAM D. McGUIRE
393 N POINT RD #1002
OSTREY, FL 34229

4650
30 9/11/18
Date: December 19, 2018 CHECK NUMBER

Pay to the Order of: Dependa Bill \$ 12.11
Twelve and eleven/100ths Dollars

 **Frost**
www.frostbank.com

Signature Checking
W D McGuire

For: _____

⑆ 114000093⑆ 4650 ⑆ 016070965⑆

ENCRYPTED TO THE ACC OF THE
NAMED PAYEE-W/O PREVIOUS
X WELLS FARGO BANK N.A.

Acct. #953776700
Box Num: 935135
ELECTRONICALLY DEPOSITED 20181223
Date: 20181223

☐ CHECK HERE IF MOBILE DEPOSIT
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
DO NOT FOLD, PUNCH, OR WRITE BELOW THIS LINE

Security Features exceed industry standards and include:
 • Image/Ink® Technology present and track number on back (only on 9340 series)
 • MobileMark™ Mobile Deposit check mark to indicate check has been deposited via the device
 • The Security Guard® pattern on back is difficult to alter
 • ShredGuard® lines printed on front and back
 • The words "ORIGINAL SECURITY" across the back
 • Microprint Deposit - large visible on front of check

Do not cash if:
 • Any of the Security Guard® lines are scratched or appear altered
 • Fingerprint on back, front or has been tampered
 • Check stamp and related spots appear on outside of paper

WILLIAM D. McGUIRE
393 N POINT RD #1002
OSPREY, FL 34229

4664

20 2/140

January 23, 2019

CHECK AMOUNT

Pay to the
Order of

Dependa Bill

\$ 10.68

Ten and sixty-eight/100ths

Dollars

Frost
Safe
Deposit
Boxes for Sale

Frost

www.frostbank.com

Signature Checking

For

W. M. Guin

⑆114000093⑆4664⑆016070965⑆

114000093

4664

016070965

114000093

Security Features exceed industry standards and include:

- Impossibility: Matching account and check number on back of check (1294 CLE)
- Microprint: Mobile Deposit check mark to indicate electronic deposit and via mobile device
- Ink Security: Two patterns of ink that react to ultraviolet
- Microprint: 1294 CLE printed on front and back
- Ink Security: 1294 CLE printed on front and back
- Paper: Safe Deposit: 1294 CLE printed on front and back

Do not cash it.

- Any of the features listed above are missing or damaged
- Expired for an entire month or has been altered
- Broken, torn, and altered (it's different on both front and back)



1294

CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

IF YOU WANT THE ACCOUNT OF THE
NAMED PAYER-W/O PREJUDICE
X WELLS FARGO BANK N.A.

Acct #9553776700

Box Num: 935135

ELECTRONICALLY DEPOSITED 20190127

Date: 20190127



Sugar Hill, GA 30518

Pay/View bill online at
www.dependabillsolutions.comCustomer Service:
(404)382-5313You can view and pay your bill online at www.dependabillsolutions.com.Mr. William McGuire
393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount \$9.46	before 3/10/2019
Pay this amount \$29.46	AFTER 3/10/2019
Account #	582010
Security Code	582010Q6D4YPE
Invoice #	21304845

Building/Unit : 555/3001

Service Period: 01/01/19 - 01/31/19 = 31 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230011	0.00086	12/31/18	282,806.00	01/31/19	282,806.00	1	0
Chilled Water Consumption	5230012	0.00086	12/31/18	672,604.00	01/31/19	672,604.00	1	0

This bill is calculated based on your submeter read
City of Austin rates.If you have any questions please contact us at
(404)382-5313 Monday - Friday from 8:30am to
5:00pm EST. You can also email us at
info@dependabillsolutions.com.You may view and/or pay your bill online at
www.dependabillsolutions.com.

Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$6.46
Previous Balance	\$10.68
Payments	(\$10.68)

Paid 2/24/2019
4675**Total** **\$9.46**



5885 Cumming Hwy, Ste 108-309
Sugar Hill, GA 30518

Pay/View bill online at
www.dependabillsolutions.com

Customer Service:
(404)382-5313

You can view and pay your bill online at www.dependabillsolutions.com.

Mr. William McGuire
393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount \$10.20	before 4/10/2019
Pay this amount \$30.20	AFTER 4/10/2019
Account #	582010
Security Code	582010Q6D4YPE
Invoice #	21469109

Building/Unit : 555/3001

Service Period: 02/01/19 - 02/28/19 = 28 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230011	0.00092	01/31/19	282,806.00	02/28/19	282,806.00	1	0
Chilled Water Consumption	5230012	0.00092	01/31/19	672,604.00	02/28/19	672,604.00	1	0

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Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$7.20
Previous Balance	\$9.46
Payments	(\$9.46)

Paid 3/30/2019
PK4692

Total	\$10.20
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Sugar Hill, GA 30518

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(404)382-5313You can view and pay your bill online at www.dependabillsolutions.com.Mr. William McGuire
393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount \$16.08	before 5/10/2019
Pay this amount \$36.08	AFTER 5/10/2019
Account #	582010
Security Code	582010Q6D4YPE
Invoice #	21608663

Building/Unit : 555/3001

Service Period: 03/01/19 - 03/31/19 = 31 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230011	0.00099	02/28/19	282,806.00	03/31/19	282,806.00	1	0
Chilled Water Consumption	5230012	0.00099	02/28/19	672,604.00	03/31/19	672,604.00	1	0

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Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$13.08
Previous Balance	\$10.20
Payments	(\$10.20)

Paid 4/26/2019
#4700**Total** **\$16.08**



5885 Cumming Hwy, Ste 108-309
Sugar Hill, GA 30518

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Mr. William McGuire
393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount \$30.89	before 6/10/2019
Pay this amount \$50.89	AFTER 6/10/2019
Account #	582010
Security Code	582010Q6D4YPE
Invoice #	21735635

Building/Unit : 555/3001

Service Period: 04/01/19 - 04/30/19 = 30 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230011	0.00119	03/31/19	282,806.00	04/30/19	282,806.00	1	0
Chilled Water Consumption	5230012	0.00119	03/31/19	672,604.00	04/30/19	672,604.00	1	0

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Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$27.89
Previous Balance	\$16.08
Payments	(\$16.08)

Paid 5/28/2019
4714

Total **\$30.89**



5885 Cumming Hwy, Ste 108-309
Sugar Hill, GA 30518

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Mr. William McGuire
393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount \$31.30	before 7/20/2019
Pay this amount \$51.30	AFTER 7/20/2019
Account #	582010
Security Code	582010Q6D4YPE
Invoice #	21922308

Building/Unit : 555/3001

Service Period: 05/01/19 - 05/31/19 = 31 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230011	0.00078	04/30/19	282,806.00	05/31/19	282,806.00	1	0
Chilled Water Consumption	5230012	0.00078	04/30/19	672,604.00	05/31/19	672,604.00	1	0

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Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$28.30
Previous Balance	\$30.89
Payments	(\$30.89)

Paid 7/3/2019
#5131

Total **\$31.30**



5885 Cumming Hwy, Ste 108-309
Sugar Hill, GA 30518

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Mr. William McGuire
393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount \$161.40	before 8/15/2019
Pay this amount \$181.40	AFTER 8/15/2019
Account #	582010
Security Code	582010Q6D4YPE
Invoice #	22016001

Building/Unit : 555/3001

Service Period: 06/01/19 - 06/30/19 = 30 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230011	0.00074	05/31/19	282,806.00	06/30/19	424,025.00	1	141,219
Chilled Water Consumption	5230012	0.00074	05/31/19	672,604.00	06/30/19	696,344.00	1	23,740

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Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$36.33
Chilled Water Consumption	\$122.07
Previous Balance	\$31.30
Payments	(\$31.30)

Paid 8/3/2019
5151

Total	\$161.40
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Sugar Hill, GA 30518

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393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount \$236.19	before 9/15/2019
Pay this amount \$256.19	AFTER 9/15/2019
Account #	582010
Security Code	2-582010-BAD4
Invoice #	22141962

Building/Unit : 555/3001

Service Period: 07/01/19 - 07/31/19 = 31 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230011	0.00071	06/30/19	424,025.00	07/31/19	691,662.00	1	267,637
Chilled Water Consumption	5230012	0.00071	06/30/19	696,344.00	07/31/19	696,344.00	1	0

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Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$42.41
Chilled Water Consumption	\$190.78
Previous Balance	\$161.40
Payments	(\$161.40)

Paid 8/29/2019
5163**Total** **\$236.19**



Sugar Hill, GA 30518

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Mr. William McGuire
393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount \$229.25	before 10/15/2019
Pay this amount \$249.25	AFTER 10/15/2019
Account #	582010
Security Code	2-582010-BAD4
Invoice #	22250563

Building/Unit : 555/3001

Service Period: 08/01/19 - 08/31/19 = 31 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230011	0.00068	07/31/19	691,662.00	08/31/19	959,345.00	1	267,683
Chilled Water Consumption	5230012	0.00068	07/31/19	696,344.00	08/31/19	696,344.00	1	0

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Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$42.89
Chilled Water Consumption	\$183.36
Previous Balance	\$236.19
Payments	(\$236.19)

*Paid ONLINE
10/4/2019
from Bill chunking***Total** **\$229.25**



5885 Cumming Hwy, Ste 108-309
Sugar Hill, GA 30518

Pay/View bill online at
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Customer Service:
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You can view and pay your bill online at www.dependabillsolutions.com.

Mr. William McGuire
393 North Point Rd.
Apt 1002
Osprey, FL 34229

Pay this amount	before
\$64.73	11/15/2019
Pay this amount	AFTER
\$84.73	11/15/2019
Account #	582010
Security Code	2-582010-BAD4
Invoice #	22395983

Building/Unit : 555/3001

Service Period: 09/01/19 - 09/15/19 = 15 Days

Description	Meter #	Rate	Read Dt 1	Reading	Read Dt 2	Reading	Multiplier	Usage
Chilled Water Consumption	5230012	0.00065	08/31/19	696,344.00	09/15/19	696,783.00	1	439
Chilled Water Consumption	5230011	0.00065	08/31/19	959,345.00	09/15/19	26,082.00	1	66,736

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Description	Amount
Processing Fee	\$3.00
Chilled Water Allocation	\$18.10
Chilled Water Consumption	\$43.63
Previous Balance	\$229.25
Payments	(\$229.25)

FINAL Paid 10/25/2019
#5191

Total **\$64.73**